

EXHIBIT 54



DEPOSITION
EXHIBIT
51
Slagle 3/20/12

PENGAD 800-631-6989

120V~

60Hz 75W

MADE IN CHINA

MODEL NO: 20MS2331/17



SERIAL NO: DN1A0448489306



1C

Manufactured:
December, 2004

S

103 20

RECEPT
DE TELE

Mario N. Alioto, Esq. (56433)
Lauren C. Russell, Esq. (241151)
TRUMP, ALIOTO, TRUMP & PRESCOTT, LLP
2280 Union Street
San Francisco, CA 94123
Telephone: (415) 563-7200
Facsimile: (415) 346-0679
malioto@tatp.com
lauren russell@tatp.com

Interim Lead Counsel for the Indirect Purchaser Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Master File No. CV-07-5944 SC

MDL No. 1917

This Document Relates to:

ALL INDIRECT PURCHASER ACTIONS

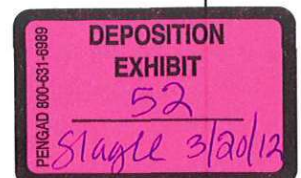
**INDIRECT PURCHASER PLAINTIFFS'
AMENDED AND SUPPLEMENTAL
OBJECTIONS AND RESPONSES TO
DEFENDANT SAMSUNG SDI CO., LTD.'S
FIRST SET OF INTERROGATORIES**

PROPOUNDING PARTY: SAMSUNG SDI CO., LTD.

RESPONDING PARTY: INDIRECT PURCHASER PLAINTIFFS

SET NUMBER: ONE (1-16)

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Indirect Purchaser Plaintiffs hereby object and respond to the First Set of Interrogatories propounded by Defendant Samsung SDI Co., Ltd. ("Defendant"), as set forth below.



INDIRECT PURCHASER PLAINTIFFS' AMENDED AND SUPPLEMENTAL OBJECTIONS AND RESPONSES TO
DEFENDANT SAMSUNG SDI CO., LTD.'S FIRST SET OF INTERROGATORIES CASE NO. CV-07-5944 SC

PRELIMINARY STATEMENT

Each of the following responses is subject to all objections of and concerning relevance, materiality, and admissibility, as well as to all and any other objections on any ground requiring exclusion of any response if introduced in Court. All evidentiary objections and grounds accordingly are expressly reserved. Furthermore, Indirect Purchaser Plaintiffs' decision, now or in the future, to provide information notwithstanding the objectionable nature of the Interrogatories shall not be construed as: (a) an admission that they agree with any of Defendant's definitions or characterizations contained therein, or (b) an admission that the information sought likely will lead to the discovery of admissible evidence, or (c) an agreement that requests for similar information will be treated in a similar manner.

For purposes of these Interrogatories, Indirect Purchaser Plaintiffs define the term "CRT Products" as televisions and computer monitors containing CRTs.

Indirect Purchaser Plaintiffs' objections and responses to the First Set of Interrogatories are made without prejudice to their right to introduce any or all evidence of any kind in this case.

The specific objections and responses set forth below are based upon information now known. Indirect Purchaser Plaintiffs have not yet completed discovery or preparation for trial in this case, and, therefore, reserve the right to amend, modify, or supplement any general or specific objection or response.

Nothing in their objections and responses to these Interrogatories shall be construed as an admission by Indirect Purchaser Plaintiffs with respect to the competence, admissibility, relevance, or materiality of any fact or document, or as an admission of the truth or accuracy of any characterization of any information of any kind sought by these Interrogatories.

Indirect Purchaser Plaintiffs reserve their right to object to use of their objections and responses herein, or the subject matter thereof, on any ground in this or in any subsequent proceeding, including, without limitation, the right to object on any ground at any time to the use of such responses in any discovery procedures in this or any proceeding, and/or at trial.

1 The Indirect Purchaser Plaintiffs' responses to the Interrogatories are subject to the
2 provisions of the Stipulated Protective Order entered by the Court June 18, 2008 (Document
3 306) (the "Protective Order"). The Indirect Purchaser Plaintiffs' Amended and Supplemental
4 Interrogatory Objections and Responses hereby are designated "Confidential" in accordance with
5 the provisions of the Protective Order.

6 Each of the General Objections herein is considered applicable to and is hereby
7 incorporated into each and every response by Plaintiffs to the Interrogatories, and each response
8 is given without waiving any of the General Objections. The assertion of any General Objection
9 in response to any Interrogatory should not be considered a waiver of the remaining General
10 Objections. By making the responses herein, Plaintiffs do not concede that the information
11 provided is relevant to the claims or defenses of any party or reasonably calculated to lead to the
12 discovery of admissible evidence.

13 GENERAL OBJECTIONS

14 1. Indirect Purchaser Plaintiffs object to, and will not answer, the Interrogatories to
15 the extent they seek discovery of information, legal analysis, and/or strategies concerning any
16 Class Certification motion Indirect Purchaser Plaintiffs may file under Rule 23 of the Federal
17 Rules of Civil Procedure. Such information, legal analysis, and/or strategies are protected from
18 disclosure by the attorney-client privilege and/or the work-product doctrine.

19 2. Indirect Purchaser Plaintiffs object to, and will not answer, the Interrogatories to
20 the extent Defendant intends or purports to impose obligations beyond those required or
21 permitted by the Federal Rules of Civil Procedure and the Local Rules of the Northern District of
22 California, or to the extent they are outside the scope of any order or opinion of this Court or of
23 the Special Master, or contrary to any applicable rules of law.

24 3. Indirect Purchaser Plaintiffs object to, and will not answer, the Interrogatories to
25 the extent they comprise premature "contention interrogatories," the answers to which are
26 dependent on merits and/or expert discovery. Pursuant to Rule 33(a)(2) of the Federal Rules of
27 Civil Procedure, Indirect Purchaser Plaintiffs, as necessary or appropriate, will respond to proper
28

1 “contention interrogatories” after merits and expert discovery is complete, and/or after some
2 other time as directed by the Court or Special Master. *See, e.g., In re Convergent Technologies*
3 *Securities Litigation*, 108 F.R.D. 328, 336 (N.D. Cal. 1985) (“There is considerable recent
4 authority for the view that the wisest general policy is to defer propounding and answering
5 contention interrogatories until near the end of the discovery period.”); *In re eBay Seller*
6 *Antitrust Litigation*, No. C 07-1882 JF (RS), 2008 WL 5212170, at *1 (N.D. Cal. Dec. 11, 2008)
7 (“Courts using their Rule 33(a)(2) discretion generally disfavor contention interrogatories asked
8 before discovery is undertaken.”).

9 4. Indirect Purchaser Plaintiffs object to the Interrogatories, including the
10 Definitions and Instructions set forth therein, to the extent (a) they seek to elicit information
11 relating or referring to matters not raised by the pleadings, or (b) they seek to elicit information
12 that is not relevant to the claims or defenses of the parties to this action, or (c) they seek to elicit
13 information that is not within Indirect Purchaser Plaintiffs’ possession, custody, or control, or (d)
14 they seek to elicit information not reasonably calculated to lead to the discovery of admissible
15 evidence.

16 5. Indirect Purchaser Plaintiffs object to, and will not answer, the Interrogatories to
17 the extent they seek information protected by the attorney-client privilege, work-product
18 doctrine, or any other applicable privilege, protection, immunity, or rule (collectively,
19 “Privileged Information”), including, without limitation, information concerning
20 communications between Indirect Purchaser Plaintiffs’ attorneys, and/or between Indirect
21 Purchaser Plaintiffs and their attorneys, made during, or in anticipation of, litigation. Any
22 inadvertent disclosure of such information is not intended to, and shall not, constitute a general
23 or specific waiver, in whole or in part, of the foregoing privileges or immunities, or the subject
24 matter thereof. Relatedly, any inadvertent disclosure of such information is not intended to, nor
25 shall it, constitute a waiver of the right to object to any use of such information, and any such
26 disclosure shall be treated as specified in Rule 26(b)(5)(B) of the Federal Rules of Civil
27 Procedure.

1 6. Indirect Purchaser Plaintiffs object to, and will not answer, the Interrogatories to
2 the extent that (a) they seek the premature disclosure of expert material subject to Rule
3 26(a)(2)(C) of the Federal Rules of Civil Procedure, and/or (b) they seek disclosure of
4 information concerning any person or entity whom Indirect Purchaser Plaintiffs will not
5 designate as an opinion or other witness at trial.

6 7. Indirect Purchaser Plaintiffs object to the Interrogatories, including the
7 Definitions and Instructions set forth therein, to the extent they seek information that is equally
8 accessible to Defendant as it is to Indirect Purchaser Plaintiffs, or that has been provided by other
9 parties or witnesses.

10 8. Indirect Purchaser Plaintiffs object to the Interrogatories, including the
11 Definitions and Instructions set forth therein, to the extent they are cumulative to or duplicative
12 of other Interrogatories.

13 9. Indirect Purchaser Plaintiffs object to, and will not answer, the Interrogatories to
14 the extent that they seek confidential or proprietary business information and research.

15 10. Indirect Purchaser Plaintiffs object to the purported definition of the terms
16 “YOU” and “YOUR” because they are vague, ambiguous, overly broad, and unduly
17 burdensome, as they seek information that is neither relevant nor reasonably calculated to lead to
18 the discovery of admissible information. Responding further, Indirect Purchaser Plaintiffs object
19 to the inclusion of “agents, attorneys, representatives, or other persons acting or purporting to act
20 on behalf of the responding Plaintiff,” within this Definition to the extent it purports to
21 encompass information that is protected by attorney-client privilege and/or work-product
22 doctrine, or any other applicable privilege, protection, immunity, or rule.

23 11. Indirect Purchaser Plaintiffs object to the purported definition of the term
24 “DOCUMENT” to the extent it attempts to impose burdens on them greater than or inconsistent
25 with those imposed by the Federal Rules of Civil Procedure or the Local Rules for the United
26 States District Court for the Northern District of California.

27 12. Indirect Purchaser Plaintiffs object to the purported definition of the term
28

1 “COMPLAINT” as overly broad to the extent it is construed to refer to any Complaint other than
2 Indirect Purchaser Plaintiffs’ Third Consolidated Amended Complaint filed December 11, 2010
3 in the United States District Court for the Northern District of California.

4 13. Indirect Purchaser Plaintiffs object to the Interrogatories, including the
5 Definitions and Instructions set forth therein, to the extent any one or more or all of them assume
6 disputed facts or legal conclusions. Any response or objection herein is without prejudice to this
7 objection and Indirect Purchaser Plaintiffs’ right to dispute such purported facts or legal
8 conclusions.

9 **SPECIFIC OBJECTIONS AND RESPONSES**

10 **INTERROGATORY NO. 1:**

11 IDENTIFY all PERSONS who participated or assisted in the preparation of YOUR
12 responses to these interrogatories.

13 **RESPONSE NO. 1:**

14 In addition to their General Objections listed above, Indirect Purchaser Plaintiffs object to
15 Interrogatory No. 1 because it calls for the disclosure of privileged information, including
16 without limitation, information subject to the attorney-client privilege and/or the work product
17 doctrine. Indirect Purchaser Plaintiffs also object to Interrogatory No. 1 because it seeks
18 information that is neither relevant nor reasonably calculated to lead to the discovery of
19 admissible evidence.

20 Subject to and without waving the objections stated above, Indirect Purchaser Plaintiffs
21 respond by referring to Samsung Exhibit A-1 through A-25.

22 **INTERROGATORY NO. 2:**

23 Separately identify each acquisition of a CRT upon which YOU base any claim in this
24 action, including without limitation the date and place of acquisition, the type and manufacturer
25 of each CRT acquired, and the IDENTITY of each PERSON involved in the acquisition and the
26 time period and nature of each PERSON'S involvement.

27 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
28

1 YOUR response.

2 **RESPONSE NO. 2:**

3 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
4 Interrogatory No. 2 because the term “acquisition” is vague, ambiguous, and overly broad.

5 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
6 respond by stating that they are end users of CRT Products and did not acquire any stand-alone
7 CRTs during the relevant period.

8 **INTERROGATORY NO. 3:**

9 Separately identify each acquisition of a CRT PRODUCT upon which YOU base any
10 claim in this action, including without limitation the date and place of acquisition, the type and
11 manufacturer of each CRT PRODUCT acquired, and the IDENTITY of each PERSON involved
12 in the acquisition and the time period and nature of each PERSON'S involvement.

13 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
14 YOUR response.

15 **RESPONSE NO. 3:**

16 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
17 Interrogatory No. 3 because the term “acquisition” is vague, ambiguous, and overly broad.

18 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
19 respond by stating that they purchased CRT Products containing CRTs. Responding further,
20 Indirect Purchaser Plaintiffs refer to Samsung Exhibit B-1 through B-25.

21 **INTERROGATORY NO. 4:**

22 For each acquisition of a CRT identified in Interrogatory No. 2, state all terms and
23 conditions that were a part of the acquisition, including without limitation all terms and
24 conditions RELATING TO pricing, taxes, tariffs, duties, freight charges, or any other fees paid
25 by any PERSON in connection with the acquisition.

26 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
27 YOUR response.

1 **RESPONSE NO. 4:**

2 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
3 Interrogatory No. 4 because the term “acquisition” is vague, ambiguous, and overly broad.

4 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
5 respond by stating that they are end users of CRT Products and did not acquire any stand-alone
6 CRTs during the relevant period.

7 **INTERROGATORY NO. 5:**

8 For each acquisition of a CRT PRODUCT identified in Interrogatory No. 3, state all
9 terms and conditions that were a part of the acquisition, including without limitation all terms
10 and conditions RELATING TO pricing, taxes, tariffs, duties, freight charges, or any other fees
11 paid by any PERSON in connection with the acquisition.

12 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
13 YOUR response.

14 **RESPONSE NO. 5:**

15 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
16 Interrogatory No. 5 because the term “acquisition” is vague, ambiguous, and overly broad.

17 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
18 respond by referring to Samsung Exhibit B-1 through B-25.

19 **INTERROGATORY NO. 6:**

20 For each acquisition of a CRT identified in Interrogatory No. 2, state whether the CRT
21 was acquired as part of a system or other bundled product (e.g., a CRT computer monitor
22 acquired in conjunction with a computer, keyboard, speakers, warranty, service plan, or other
23 services) and, if so, the value of each component of such system or bundled product.

24 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
25 YOUR response.

26 **RESPONSE NO. 6:**

27 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
28

1 Interrogatory No. 6 because (a) the term “acquisition” and the phrase “acquired as part of a
2 system or other bundled product (*e.g.*, a CRT computer monitor acquired in conjunction with a
3 computer, keyboard, speakers, warranty, service plan, or other services)” are vague, ambiguous,
4 overly broad, and unduly burdensome, and (b) it seeks information that is neither relevant nor
5 reasonably calculated to lead to the discovery of admissible evidence. Responding further, to the
6 extent Defendant seeks discovery related to “the value of each component of such system or
7 bundled product,” Indirect Purchaser Plaintiffs also object to Interrogatory No. 6 because it (a)
8 prematurely seeks to elicit prior to merits discovery legal theories, analysis, and other matters on
9 which opinion testimony may be required at trial, (b) purports to require a layperson to provide
10 answers on matters as to which opinion testimony may be required at trial, and (c) calls for legal
11 conclusions and compels the assumption of facts not yet in evidence, and (d) prematurely seeks
12 disclosure of expert material subject to Rule 26(a)(2)(C) of the Federal Rules of Civil Procedure.

13 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
14 respond by stating that they are end users of CRT Products and did not acquire any stand-alone
15 CRTs during the relevant period.

16 **INTERROGATORY NO. 7:**

17 For each acquisition of a CRT PRODUCT identified in Interrogatory No. 3, state whether
18 the CRT PRODUCT was acquired as part of a system or other bundled product (*e.g.*, a CRT
19 computer monitor acquired in conjunction with a computer, keyboard, speakers, warranty,
20 service plan, or other services) and, if so, the value of each component of such system or bundled
21 product.

22 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
23 YOUR response.

24 **RESPONSE NO. 7:**

25 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
26 Interrogatory No. 7 because (a) the term “acquisition” the phrase “acquired as part of a system or
27 other bundled product (*e.g.*, a CRT computer monitor acquired in conjunction with a computer,
28

1 keyboard, speakers, warranty, service plan, or other services)” are vague, ambiguous, overly
2 broad, and unduly burdensome, and (b) it seeks information that is neither relevant nor
3 reasonably calculated to lead to the discovery of admissible evidence. Responding further, to the
4 extent Defendant seeks discovery related to “the value of each component of such system or
5 bundled product,” Indirect Purchaser Plaintiffs also object to Interrogatory No. 7 because it (a)
6 prematurely seeks to elicit prior to merits discovery legal theories, analysis, and other matters on
7 which opinion testimony may be required at trial, (b) purports to require a layperson to provide
8 answers on matters as to which opinion testimony may be required at trial, and (c) calls for legal
9 conclusions and compels the assumption of facts not yet in evidence, and (d) prematurely seeks
10 disclosure of expert material subject to Rule 26(a)(2)(C) of the Federal Rules of Civil Procedure.

11 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
12 respond by referring to Samsung Exhibit B-1 through B-25.

13 **INTERROGATORY NO. 8:**

14 For each acquisition of a CRT identified in Interrogatory No. 2, identify any warranties,
15 servicing plans or agreements, membership rewards, or other benefits received by YOU
16 RELATING TO the acquisition.

17 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
18 YOUR response.

19 **RESPONSE NO. 8:**

20 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
21 Interrogatory No. 8 because (a) the terms “servicing plans or agreements, membership rewards,
22 or other benefits” are vague, ambiguous, and overly broad, and (b) it seeks information that is
23 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

24 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
25 respond by stating that they are end users of CRT Products and did not acquire any stand-alone
26 CRTs during the relevant period.

1 **INTERROGATORY NO. 9:**

2 For each acquisition of a CRT PRODUCT identified in Interrogatory No. 3, identify any
3 warranties, servicing plans or agreements, membership rewards, or other benefits received by
4 YOU RELATING TO the acquisition.

5 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
6 YOUR response.

7 **RESPONSE NO. 9:**

8 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
9 Interrogatory No. 9 because (a) the terms “servicing plans or agreements, membership rewards,
10 or other benefits” are vague, ambiguous, and overly broad, and (b) it seeks information that is
11 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

12 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
13 respond by referring to Samsung Exhibit B-1 through B-25.

14 **INTERROGATORY NO. 10:**

15 Identify the purpose(s) for which YOU acquired each CRT during the RELEVANT
16 PERIOD, including without limitation whether the CRT was acquired for resale and, if so,
17 whether and under what terms and conditions it was resold.

18 **RESPONSE NO. 10:**

19 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
20 Interrogatory No. 10 because it seeks information that is neither relevant nor reasonably
21 calculated to lead to the discovery of admissible evidence.

22 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
23 respond by stating that they are end users of CRT Products and did not acquire any stand-alone
24 CRTs during the relevant period.

25 **INTERROGATORY NO. 11:**

26 Identify the purpose(s) for which YOU acquired each CRT PRODUCT during the
27 RELEVANT PERIOD, including without limitation whether the CRT PRODUCT was acquired

1 for resale and, if so, whether and under what terms and conditions it was resold.

2 **RESPONSE NO. 11:**

3 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
4 Interrogatory No. 11 because it seeks information that is neither relevant nor reasonably
5 calculated to lead to the discovery of admissible evidence.

6 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
7 respond by stating that, as end users, they purchased CRT Products for their own use and not for
8 resale. Indirect Purchase Plaintiffs also respond by referring to Samsung Exhibit B-1 through B-
9 25.

10 **INTERROGATORY NO. 12:**

11 IDENTIFY all PERSONS with knowledge of the factors that influenced each of YOUR
12 decisions to acquire or not to acquire CRTs during the RELEVANT PERIOD.

13 **RESPONSE NO. 12:**

14 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
15 Interrogatory No. 12 because (a) it seeks information that is neither relevant nor reasonably
16 calculated to lead to the discovery of admissible evidence, and (b) it is harassing and invasive.

17 Subject to and without waiving the objections stated above, Indirect Purchase Plaintiffs
18 respond by stating that they are end users of CRT Products and did not consider acquiring any
19 stand-alone CRTs during the relevant period.

20 **INTERROGATORY NO. 13:**

21 IDENTIFY all PERSONS with knowledge of the factors that influenced each of YOUR
22 decisions to acquire or not to acquire CRT PRODUCTS during the RELEVANT PERIOD.

23 **RESPONSE NO. 13:**

24 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
25 Interrogatory No. 13 because (a) it seeks information that is neither relevant nor reasonably
26 calculated to lead to the discovery of admissible evidence, and (b) it is harassing and invasive.

27 Subject to and without waiving the objections stated above, Indirect Purchase Plaintiffs
28

1 respond by referring to Samsung Exhibit B-1 through B-25.

2 **INTERROGATORY NO. 14:**

3 IDENTIFY all trade publications, advertisements, or news articles RELATING TO the
4 price or product features of CRTs that YOU reviewed during the RELEVANT PERIOD.

5 **RESPONSE NO. 14:**

6 In addition to their General Objections listed above, Indirect Purchaser Plaintiffs object to
7 Interrogatory No. 14 because (a) the terms “all trade publications, advertisements, or news
8 articles” are vague, ambiguous, and overly broad, and (b) it seeks information that is neither
9 relevant nor reasonably calculated to lead to the discovery of admissible evidence.

10 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
11 respond by referring to Samsung Exhibit D-1 through D-25.

12 **INTERROGATORY NO. 15:**

13 IDENTIFY all trade publications, advertisements, or news articles RELATING TO the
14 price or product features of CRT PRODUCTS that YOU reviewed during the RELEVANT
15 PERIOD.

16 **RESPONSE NO. 15:**

17 In addition to their General Objections listed above, Indirect Purchaser Plaintiffs object to
18 Interrogatory No. 15 because (a) the terms “all trade publications, advertisements, or news
19 articles” are vague, ambiguous, and overly broad, and (b) it seeks information that is neither
20 relevant nor reasonably calculated to lead to the discovery of admissible evidence.

21 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
22 respond by referring to Samsung Exhibit D-1 through D-25.

23 **INTERROGATORY NO. 16:**

24 State whether, at any time during the RELEVANT PERIOD, YOU elected to acquire a
25 non-CRT television or computer monitor instead of a CRT PRODUCT and, if so, identify
26 YOUR reasons for making each such acquisition.

1 **RESPONSE NO. 16:**

2 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
3 Interrogatory No. 16 because (a) the terms “elected to acquire” are vague, ambiguous, and overly
4 broad and (b) it seeks information that is neither relevant nor reasonably calculated to lead to the
5 discovery of admissible evidence.

6 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
7 respond by referring to Samsung Exhibit E-1 through E-25.
8

9 Dated: August 31, 2011

By: /s/ Mario N. Alioto

Mario N. Alioto (56433)
Lauren C. Russell (241151)
TRUMP, ALIOTO, TRUMP & PRESCOTT, LLP
2280 Union Street
San Francisco, CA 94123
Telephone: (415) 563-7200
Facsimile: (415) 346-0679
malioto@tatp.com
lauren russell@tatp.com

*Interim Lead Counsel for the
Indirect Purchaser Plaintiffs*

Produced on 9/7/11

SAMSUNG EXHIBIT A1

PLAINTIFF JERRY COOK

Mr. Cook's claims have been dismissed.

Produced on 9/7/11

SAMSUNG EXHIBIT A2

PLAINTIFF BRIAN LUSCHER

Brian Luscher
5030 W. Laredo St.
Chandler, AZ 85226

Thomas G. Stack
RYLEY, CARLOCK & APPLEWHITE
One North Central Avenue, Suite 1200
Phoenix, AZ 85004-4417

Robert J. Gralewski, Jr.
KIRBY McINERNY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A3

PLAINTIFF JEFFREY FIGONE

Jeffrey Figone
370 School Road
Novato, CA 94945

Joseph M. Patane
TRUMP, ALIOTO, TRUMP & PRESCOTT LLP
2280 Union Street
San Francisco, CA 94123

Robert J. Gralewski, Jr.
KIRBY McINERNY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A4

PLAINTIFF CARMEN GONZALEZ

Carmen Gonzalez
139 Seawell Court
San Jose, CA 94318

Marwa Elzankaly
McMANIS FAULKNER
50 W. Fernando Street, 10th Floor
San Jose, CA 95113

Robert J. Gralewski, Jr.
KIRBY McINERNY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A5

PLAINTIFF DANA ROSS

Dana Ross
664 San Andres Circle
Thousand Oaks, CA 91360

Susan Kupfer
GLANCY, BINKOW & GOLDBERG LLP
One Embarcadero Center, Suite 760
San Francisco, CA 94111

Robert J. Gralewski, Jr.
KIRBY McINERNY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A6

PLAINTIFF STEVEN GANZ

Steven Ganz

Adam Belsky
GROSS & BELSKY, LLP
180 Montgomery Street, Suite 2200
San Francisco, CA 94104

Robert J. Gralewski, Jr.
KIRBY McINERNY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A7

PLAINTIFF BRADY LANE COTTON

Brady Lane Cotton
10302 Venitia Real Avenue
Apt. 108
Tampa, FL 33647

Robert G. Methvin, Jr.
McCALLUM, METHVIN & TERRELL, P.C.
2201 Arlington Avenue South
Birmingham, AL 35305

Robert J. Gralewski, Jr.
KIRBY McINERNY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A8

PLAINTIFF COLLEEN SOBOTKA

Colleen Sobotka
1716 Bennett's End
Ft. Walton Beach, FL 32547

Robert G. Methvin, Jr.
McCALLUM, METHVIN & TERRELL, P.C.
2201 Arlington Avenue South
Birmingham, AL 35305

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A9

PLAINTIFF DANIEL RIEBOW

Daniel Riebow
3155 Oahu Avenue
Honolulu, HI 96822

Jeff Crabtree
LAW OFFICES OF JEFF CRABTREE
820 Mililani Street, Suite 701
Honolulu, Hawaii 96813

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A10

PLAINTIFF TRAVIS BURAU

Travis Burau
6803 Inwood Lane NE
Cedar Rapids, IA 52402

David Syrios
ADEMI & O'REILLY
3620 East Layton Ave.
Cudahy, WI 53110

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A11

PLAINTIFF SOUTHERN OFFICE SUPPLY

Tony McKee
417 N. Kansas Avenue
Liberal, KS 67901

Shirla McQueen & Christine M. Larson
SHARP MCQUEEN, P.A.
419 N. Kansas
Liberal, KS 67901

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A12

PLAINTIFF CHAD KLEBS

Chad Klebs
17630 Isleton Avenue West
Lakeville, MN 55044

Qienwei Fu
ZELLE, HOFMANN, VOELBEL & MASON, LLP
44 Montgomery Street, Suite 3400
San Francisco, CA 94104

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A13

PLAINTIFF DAVID NORBY

David Norby
869 South McKnight Road
St. Paul, MN 55119

Seymour Mansfield
MANSFIELD, TANICK & COHEN, P.A.
220 South Sixth Street
Minneapolis, MN 55402

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A14

PLAINTIFF RYAN RIZZO

Ryan Rizzo
15113 Fanning Drive North
Hugo, MN 55038

David Syrios
ADEMI & O'REILLY
3620 East Layton Ave.
Cudahy, WI 53110

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A15

PLAINTIFF CHARLES JENKINS

Charles Jenkins
Box 55
Caledonia, MS 39740

Robert G. Methvin, Jr.
McCALLUM, METHVIN & TERRELL, P.C.
2201 Arlington Avenue South
Birmingham, AL 35305

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A16

PLAINTIFF DANIEL HERGERT

Daniel Hergert
7350 Canyon Road
Lincoln, NE 68516

Lawrence Papale
LAW OFFICES OF LAWRENCE G. PAPALE
1308 Main Street #117
St. Helena, CA 94574

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A17

PLAINTIFF SAMUEL NASTO

Samuel Nasto
9100 Ironstone Avenue
Las Vegas, Nevada 89143

Robert Gerard
GERARD & ASSOCIATES, LLP
1516 Front Street
San Diego, CA 92101

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A18

PLAINTIFF CRAIG STEPHENSON

Craig Stephenson
1331 Park Avenue S.W.
Unit 410
Albuquerque, NM 87102

Lawrence Papale
LAW OFFICES OF LAWRENCE G. PAPALE
1308 Main Street #117
St. Helena, CA 94574

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A19

PLAINTIFF GARY HANSON

Gary Hanson
1202 – 27th Street South Suite A
Fargo, ND 58103

Joel Flom
JEFFRIES, OLSON & FLOM, P.A.
1202 27th Street South Suite A
Fargo, N.D. 58103

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A20

PLAINTIFF DONNA MARIE ELLINGSON

Donna Ellingson
210 S. Canyon Road
Rapid City, SD 57702

Eric J. Pickar
BANGS, McCULLEN, BUTLER, FOYE & SIMMONS, LLP
333 West Boulevard, Suite 400
P.O. Box 2670
Rapid City, SD 57709-2670

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A21

PLAINTIFF FRANK WARNER

Frank Warner
1039 Lake Rest Rd
Proctor, AR 72376-9510

Lawrence Papale
LAW OFFICES OF LAWRENCE G. PAPALE
1308 Main Street #117
St. Helena, CA 94574

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A22

PLAINTIFF ALBERT SIDNEY CRIGLER

Albert Sidney Crigler
303 Salem Court
Franklin, TN 37064

Brent Irby & Eric Hoagland
McCALLUM, HOAGLAND, COOK & IRBY, LLP
905 Montgomery Street, Suite 201
Vestavia Hills, AL 35216

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A23

PLAINTIFF MARGARET SLAGLE

Margaret Slagle
14 Hideaway Lane
Williston, VT 05495

Mary G. Kirkpatrick
KIRKPATRICK & GOLDSBOROUGH, PLLC
Lakewood Commons
1233 Shelburne Road, Suite E-1
South Burlington, VT 05401

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A24

PLAINTIFF JOHN LARCH

John Larch
113 Sharon Drive
Weirton, WV 26062

Michael G. Simon
FRANKOVITCH, ANETAKIS, COLANTONIO & SIMON
337 Penco Road
Weirton, WV 26062

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A25

PLAINTIFF BRIGID TERRY

Brigid Terry
510 Oakland Avenue
Janesville, WI 53545

Seymour Mansfield
MANSFIELD, TANICK & COHEN, P.A.
220 South Sixth Street
Minneapolis, MN 55402

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT B1

PLAINTIFF JERRY COOK

Mr. Cook's claims have been dismissed.

Produced on 9/7/11

SAMSUNG EXHIBIT B2

PLAINTIFF BRIAN LUSCHER

1. **CRT PRODUCT:** Philips HDTV
2. **DATE OF PURCHASE:** 8/15/01
3. **LOCATION of PURCHASE:** Costco Wholesale – Tempe, Arizona
4. **PERSONS INVOLVED IN PURCHASE:** Brian Luscher (plaintiff)
5. **PRICE:** \$549.99
6. **TAXES/FEES:** \$44.55
7. **BUNDLE:** Not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000014.

Produced on 9/7/11

SAMSUNG EXHIBIT B3

PLAINTIFF JEFFREY FIGONE

1. **CRT PRODUCT:**
 - a. Sharp television – Model Number: 13K-M100
 - b. Panasonic television – Model Number: C1332W
2. **DATE OF PURCHASE:**
 - a. 1999 or 2000
 - b. 2002 or 2003
3. **LOCATION of PURCHASE:**
 - a. Target
 - b. Target
4. **PERSONS INVOLVED IN PURCHASES:** Jeffrey Figone (plaintiff)
5. **PRICE:**
 - a. Not available.
 - b. Not available.
6. **TAXES/FEES:** The standard sales tax was applied to the purchases of the televisions.
7. **BUNDLE:** Neither of the televisions were purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000000157-167.

Produced on 9/7/11

SAMSUNG EXHIBIT B4

PLAINTIFF CARMEN GONZALEZ

1. **CRT PRODUCT:** Hitachi television - S/N: 61SBX59B
2. **DATE OF PURCHASE:** 12/20/1999
3. **LOCATION of PURCHASE:** Circuit City, 5353 Almaden Expy, San Jose, CA 95118
4. **PERSONS INVOLVED IN PURCHASE:** Carmen Gonzalez (plaintiff)
5. **PRICE:** \$2,250 (approximate)
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** The television was purchased along with a two-year warranty for \$294.99. This warranty was extended every two years until Circuit City ceased business operations.
9. **PURPOSE of PURCHASE:** Personal use.

See also 000019-27 and CRT000419-496.

Produced on 9/7/11

SAMSUNG EXHIBIT B5

PLAINTIFF DANA ROSS

1. **CRT PRODUCT:**
 - a. Panasonic 21" Television
 - b. Panasonic 35" Television
2. **DATE OF PURCHASE:** Both televisions were purchased in 2004.
3. **LOCATION of PURCHASE:** Both televisions were purchased at the Panasonic store at Universal Studios, Hollywood.
4. **PERSONS INVOLVED IN PURCHASE:** Dana Ross (plaintiff)
5. **PRICE:**
 - a. \$150 (approximately)
 - b. \$600-650 (approximately)
6. **TAXES/FEES:** The standard sales tax was applied to the purchases of the televisions.
7. **BUNDLE:** Neither television was purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000054-59 and CRT000562.

Produced on 9/7/11

SAMSUNG EXHIBIT B6

PLAINTIFF STEVEN GANZ

1. CRT PRODUCT:

- a. 27" Phillips Television
- b. 27" Toshiba Television

2. DATE OF PURCHASE:

- a. May 22, 2001
- b. May 2, 2005

3. LOCATION of PURCHASE:

- a. Costco Wholesale – El Camino #475, South San Francisco, California
- b. Best Buy - Colma, California

4. PERSONS INVOLVED IN PURCHASE: Steven Ganz (plaintiff)

5. PRICE:

- a. \$279.99
- b. \$329.99

6. TAXES/FEES: The standard sales tax was applied to the purchase of the televisions.

7. BUNDLE: Neither television was purchased as part of a bundle or system.

8. WARRANTIES: None other than any standard manufacturers' warranties.

9. PURPOSE of PURCHASE: Personal use.

See also CRT000239-371.

Produced on 9/7/11

SAMSUNG EXHIBIT B7

PLAINTIFF BRADY LANE COTTON

1. **CRT PRODUCT:** Magnavox Television
2. **DATE OF PURCHASE:** 2005
3. **LOCATION of PURCHASE:** Either Best Buy or Walmart
4. **PERSONS INVOLVED IN PURCHASE:** Brady Lane Cotton (plaintiff) and Amy Cotton (plaintiff's wife)
5. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
6. **PRICE:** Not available.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000009-13.

Produced on 9/7/11

SAMSUNG EXHIBIT B8

PLAINTIFF COLLEEN SOBOTKA

1. **CRT PRODUCT:**
 - a. Sharp television
 - b. JVC television
2. **DATE OF PURCHASE:**
 - a. 2004
 - b. 2000 or 2001
3. **LOCATION of PURCHASE:**
 - a. Eglin Air Force Exchange - Eglin Air Force Base
 - b. Hurlburt Exchange - Hurlburt Field, Florida
4. **PERSONS INVOLVED IN PURCHASES:** Colleen Sobotka (plaintiff)
5. **PRICE:**
 - a. Not available.
 - b. Not available.
6. **TAXES/FEES:** No taxes or fees were applied to the purchase of either television.
7. **BUNDLE:** Neither television was purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000046-50.

Produced on 9/7/11

SAMSUNG EXHIBIT B9

PLAINTIFF DANIEL RIEBOW

1. **CRT PRODUCT:** Panasonic 27" television
2. **DATE OF PURCHASE:** 4/22/04
3. **LOCATION of PURCHASE:** Sears, Ala Moana Store, Hawaii
4. **PERSONS INVOLVED IN PURCHASE:** Daniel Riebow (plaintiff)
5. **PRICE:** \$233.89
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** There was an extended warranty in connection with the purchase of this television.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000063-70.

Produced on 9/7/11

SAMSUNG EXHIBIT B10

PLAINTIFF TRAVIS BURAU

1. **CRT PRODUCT:** TruTech television
2. **DATE OF PURCHASE:** Approximately 2006
3. **LOCATION of PURCHASE:** Target - Cedar Rapids, IA
4. **PERSONS INVOLVED IN PURCHASE:** Travis Burau (plaintiff)
5. **PRICE:** \$200 (approximately)
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000372.

Produced on 9/7/11

SAMSUNG EXHIBIT B11

PLAINTIFF SOUTHERN OFFICE SUPPLY

1. CRT PRODUCT:

- a. AOC computer monitor – S/N: P7732OROSBTBD
- b. GEM computer monitor –S/N: GRNAM94329767
- c. GEM computer monitor - S/N: GRNAM94329488
- d. KDS computer monitor - S/N: 6XB1C19162
- e. AOC computer monitor – S/N: D761VACOSPN2
- f. AOC computer monitor – S/N: D760TACOSPNB
- g. ORION computer monitor – S/N: Unknown

2. DATE OF PURCHASE:

- a. 2/02/2000
- b. 3/17/2000
- c. 3/31/2000
- d. 5/22/2000
- e. 11/16/2000
- f. 2/13/2003
- g. 4/24/2003

- 3. LOCATION of PURCHASE:** All computer monitors were purchased from Elite Technology, Inc. in Kansas City, Kansas.

- 4. PERSONS INVOLVED IN PURCHASE:** Tony McKee (owner of Southern Office Supply)

5. PRICE:

- a. \$183.00
- b. \$189.00
- c. \$189.00
- d. \$181.00
- e. \$163.00
- f. \$119.00
- g. \$98.00

- 6. TAXES/FEES:** There were no taxes or fees applied to any purchase of the computer monitors. Freight charges were paid COD.

- 7. BUNDLE:** Except as to the Orion computer monitor, all other monitors were purchased separately and not as part of a bundle or system. The Orion computer monitor (g) was purchased as part of a bundled system.

Produced on 9/7/11

8. **WARRANTIES:** All parts had a 1 year warranty except CPU parts had 25 days excluding physical damage.

9. **PURPOSE of PURCHASE:** Use within business and not for resale.

See also CRT000222-238.

Produced on 9/7/11

SAMSUNG EXHIBIT B12

PLAINTIFF CHAD KLEBS

1. **CRT PRODUCT:** Insignia Television – M/N: IS-TV040920; S/N: T18527147
2. **DATE OF PURCHASE:** 6/05
3. **LOCATION of PURCHASE:** Best Buy - Omaha, Nebraska
4. **PERSONS INVOLVED IN PURCHASES:** Chad Klebs (plaintiff)
5. **PRICE:** Not available.
6. **TAXES/FEES:** The standard sales taxes were applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000028-35.

Produced on 9/7/11

SAMSUNG EXHIBIT B13

PLAINTIFF DAVID NORBY

1. **CRT PRODUCT:** Magnavox television – S/N: YA1A0634025035
2. **DATE OF PURCHASE:** 1/06
3. **LOCATION of PURCHASE:** Target
4. **PERSONS INVOLVED IN PURCHASE:** David Norby (plaintiff)
5. **PRICE:** Not available.
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000015-16 and CRT000071-72.

Produced on 9/7/11

SAMSUNG EXHIBIT B14

PLAINTIFF RYAN RIZZO

1. **CRT PRODUCT:** Toshiba television – S/N: 80664856
2. **DATE OF PURCHASE:** Approximately 1998
3. **LOCATION of PURCHASE:** Best Buy – Iowa City, Iowa
4. **PERSONS INVOLVED IN PURCHASE:** Ryan Rizzo (plaintiff)
5. **PRICE:** \$700 (approximately)
6. **TAXES/FEES:** The standard sales tax was applied to the purchases of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000214-216.

Produced on 9/7/11

SAMSUNG EXHIBIT B15

PLAINTIFF CHARLES JENKINS

1. **CRT PRODUCT:**
 - a. Durabrand 12" television
 - b. Packard Bell computer monitor
2. **DATE OF PURCHASE:**
 - a. 6/05
 - b. 11/99
3. **LOCATION of PURCHASE:**
 - a. Walmart – Columbus, Mississippi
 - b. Rex's – Columbus, Mississippi
4. **PERSONS INVOLVED IN PURCHASE:**
 - a. Charles Jenkins (plaintiff) & Margie Canon (plaintiff's girlfriend at the time)
 - b. Charles Jenkins (plaintiff) & Angie Jenkins (plaintiff's former wife)
5. **PRICE:**
 - a. Not available.
 - b. Not available.
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television and the computer monitor.
7. **BUNDLE:** The television was not purchased as part of a bundle or system. The computer monitor was purchased as part of a bundle.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000036-45.

Produced on 9/7/11

SAMSUNG EXHIBIT B16

PLAINTIFF DANIEL HERGERT

1. **CRT PRODUCT:** Panasonic television – S/N: LC02570860
2. **DATE OF PURCHASE:** 2000
3. **LOCATION of PURCHASE:** Best Buy – Lincoln, Nebraska
4. **PERSONS INVOLVED IN PURCHASE:** Daniel Hergert (plaintiff)
5. **PRICE:** Not available.
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranty.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000060-62.

Produced on 9/7/11

SAMSUNG EXHIBIT B17

PLAINTIFF SAMUEL NASTO

1. **CRT PRODUCT:** Panasonic 42" Cinema Vision television
2. **DATE OF PURCHASE:** 2/19/2003
3. **LOCATION of PURCHASE:** Circuit City – Las Vegas, Nevada
4. **PERSONS INVOLVED IN PURCHASE:** Samuel Nasto (plaintiff)
5. **PRICE:** \$1,469.98
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000217-221.

Produced on 9/7/11

SAMSUNG EXHIBIT B18

PLAINTIFF CRAIG STEPHENSON

1. **CRT PRODUCT:** MAG Technology computer monitor – S/N: FXHA 1709 1973U
2. **DATE OF PURCHASE:** 5/20/01
3. **LOCATION of PURCHASE:** Best Buy, 338 W, Albuquerque, New Mexico
4. **PERSONS INVOLVED IN PURCHASE:** Craig Stephenson (plaintiff)
5. **PRICE:** \$57.13 (including tax)
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the computer monitor.
7. **BUNDLE:** The computer monitor was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000051-53.

Produced on 9/7/11

SAMSUNG EXHIBIT B19

PLAINTIFF GARY HANSON

1. CRT PRODUCT:

- a. RCA Television - S/N: S536412180
- b. Toshiba Television – S/N: A2468602D
- c. RCA Television – S/N: D384C72C7
- d. Dell Computer Monitor – Model Number E772c; S/N: CN 09M556-64180-317-03YX
- e. Dell Computer Monitor – Model Number E772c; S/N: CN 09M556-64180-338-006R

2. DATE OF PURCHASE:

- a. 1995
- b. November or December 2002
- c. 2003
- d. April 2003
- e. April 2003

3. LOCATION of PURCHASE:

- a. Best Buy – Fargo, North Dakota
- b. Target/Best Buy/Wal-Mart – Fargo, North Dakota
- c. Target – Fergus Falls, Minnesota
- d. Dell
- e. Dell

4. PERSONS INVOLVED IN PURCHASE: Gary Hanson (plaintiff)

5. PRICE:

- a. Not available
- b. Not available
- c. Not available
- d. \$770.00 (including computer and other items)
- e. \$770.00 (including computer and other items)

6. TAXES/FEES: The standard sales tax was applied to the purchases of the televisions. Mr. Hanson was charged \$7.41 in taxes in connection with each monitor purchase.

7. BUNDLE: None of the televisions were purchased as part of a bundle or system. Both computer monitors were part of a bundle.

Produced on 9/7/11

8. **WARRANTIES:** For the televisions, none other than any standard manufacturers' warranties. The computer monitors came with a 1 year limited warranty, and Mr. Hanson received a \$100 rebate in connection with both monitor purchases.

9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000106-156 and CRT000497-504.

Produced on 9/7/11

SAMSUNG EXHIBIT B20

PLAINTIFF DONNA MARIE ELLINGSON

1. CRT PRODUCT:

- a. e-Machines computer monitor
- b. 25" Sharp television
- c. 27" Sharp television

2. DATE OF PURCHASE:

- a. 3/6/04
- b. 11/9/97
- c. 10/18/99

3. LOCATION of PURCHASE:

- a. Best Buy – Rapid City, South Dakota
- b. Rex TV & Appliance – Rapid City, SD
- c. Rex TV & Appliance – Rapid City, SD

4. PERSONS INVOLVED IN PURCHASE: With respect to the computer monitor purchase: Donna Ellingson (plaintiff) & Russ Penning (plaintiff's friend). With respect to the television purchases: Donna Ellingson (plaintiff).

5. PRICE:

- a. \$209.99
- b. \$306.34 (including tax)
- c. \$348.69 (including tax)

6. TAXES/FEES: The standard sales tax was applied to all purchases.

7. BUNDLE: Neither of the televisions were purchased as part of a bundle or system. The computer monitor was part of a bundle.

8. WARRANTIES: Ms. Ellingson received Best Buy Reward Points for her purchase of the e-Machines computer. She does not recall any other specific warranties (other than any standard manufacturers' warranties), servicing plans or agreements, membership rewards, or other benefits received relating to this acquisition. She does not recall if she ever utilized the rewards points. Ms. Ellingson also received a \$100 rebate on the monitor. With respect to the televisions, there were no warranties other than any standard manufacturers' warranties.

9. PURPOSE of PURCHASE: Personal use.

See also CRT000075-103 and CRT000525-561.

Produced on 9/7/11

SAMSUNG EXHIBIT B21

PLAINTIFF FRANK WARNER

1. CRT PRODUCT:

- a. Compaq V720 computer monitor – S/N: 208CL26EC596
- b. Pixie 15" computer monitor - S/N: czc00807130
- c. Pixie 15" computer monitor - S/N: czc0807126
- d. KDS 14" computer monitor – UPC: 0781257141028
- e. KDS 17" computer monitor – UPC: 0088698200087
- f. AOC Color Monitor CT720G – S/N: K1PN4CA871647

2. DATE OF PURCHASE:

- a. After 2/02
- b. 10/23/00
- c. 10/23/00
- d. 3/18/98
- e. 4/5/99
- f. Not available

3. LOCATION of PURCHASE:

- a. Not available
- b. Comp USA, 3539 Riverdale Road, Memphis, TN 38115
- c. Comp USA, 3539 Riverdale Road, Memphis, TN 38115
- d. Ingram Micro TLP, 3820 Micro Drive, Millington, TN 38053
- e. Ingram Micro TLP, 3820 Micro Drive, Millington, TN 38053
- f. Envision Peripherals, 47490 Seabridge Drive, Fremont, CA 94538

4. PERSONS INVOLVED IN PURCHASES: Frank Warner (plaintiff)

5. PRICE:

- a. Not available
- b. \$119.99
- c. \$119.99
- d. \$86.50
- e. \$222.50
- f. Not available

6. TAXES/FEES: The standard sales tax was applied to the purchases of the computer monitors.

7. BUNDLE: None of the computer monitors were purchased as part of a bundle or system.

Produced on 9/7/11

8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Mr. Warner purchased certain of the computer monitors for personal use and certain ones for use in connection with his business and not for resale.

See also CRT000104-105 and CRT000565-571.

Produced on 9/7/11

SAMSUNG EXHIBIT B22

PLAINTIFF ALBERT SIDNEY CRIGLER

1. CRT PRODUCT:

- a. Sharp television – S/N: 653205
- b. Gateway computer monitor – S/N: 7033364

2. DATE OF PURCHASE:

- a. 2004
- b. Not available.

3. LOCATION of PURCHASE:

- a. Target
- b. Gateway

4. PERSONS INVOLVED IN PURCHASE: Albert Sidney Crigler (plaintiff)

5. PRICE:

- a. Not available.
- b. Not available.

6. TAXES/FEES: The standard sales tax was applied to the purchases.

7. BUNDLE:

- a. The television was not purchased as part of a bundle or system.
- b. The computer monitor was purchased as part of a bundle.

8. WARRANTIES: None other than standard manufacturers' warranties.

9. PURPOSE of PURCHASE: Personal use.

See also CRT000001-08.

Produced on 9/7/11

SAMSUNG EXHIBIT B23

PLAINTIFF MARGARET SLAGLE

1. CRT PRODUCT:

- a. Sylvania television – S/N: J39420241
- b. Magnavox television – S/N: 60HZ75W

2. DATE OF PURCHASE:

- a. 11/26/04
- b. 12/04

3. LOCATION of PURCHASE:

- a. Radio Shack, South Burlington, VT
- b. Radio Shack, South Burlington, VT

4. PERSONS INVOLVED IN PURCHASES: Margaret Slagle (plaintiff)

5. PRICE:

- a. \$238.23 (including tax)
- b. Not available.

6. TAXES/FEES: The standard sales tax was applied to the purchases of the televisions.

7. BUNDLE: Neither television was purchased as part of a bundle or a system.

8. WARRANTIES: None other than standard manufacturers' warranties.

9. PURPOSE of PURCHASE: Personal use.

See also CRT000174-213 and CRT000505.

Produced on 9/7/11

SAMSUNG EXHIBIT B24

PLAINTIFF JOHN LARCH

- 1. CRT PRODUCT:** Curtis Mathes television
- 2. DATE OF PURCHASE:** 6/22/04
- 3. LOCATION of PURCHASE:** K-Mart – Weirton, West Virginia
- 4. PERSONS INVOLVED IN PURCHASE:** John Larch (plaintiff)
- 5. PRICE:** \$389.99
- 6. TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
- 7. BUNDLE:** The television was not purchased as part of a bundle or system.
- 8. WARRANTIES:** John Larch purchased a “Smart Plan” warranty in connection with his purchase of the television.
- 9. PURPOSE of PURCHASE:** Personal use.

See also CRT000171-173.

Produced on 9/7/11

SAMSUNG EXHIBIT B25

PLAINTIFF BRIGID TERRY

1. **CRT PRODUCT:** Toshiba television – S/N: 92567585
2. **DATE OF PURCHASE:** 1997 or 1998
3. **LOCATION of PURCHASE:** The Village – Janesville, Wisconsin
4. **PERSONS INVOLVED IN PURCHASE:** Brigid Terry (plaintiff)
5. **PRICE:** Not available.
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** This television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranty.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000017-18, CRT000073-74, and CRT000563-564.

Produced on 9/7/11

SAMSUNG EXHIBIT D1

PLAINTIFF JERRY COOK

Mr. Cook's claims have been dismissed.

Produced on 9/7/11

SAMSUNG EXHIBIT D2

PLAINTIFF BRIAN LUSCHER

CRTs: Mr. Luscher does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Luscher believes he may have read something about the CRT TV he purchased. Mr. Luscher normally does check before making a significant purchase. However, Mr. Luscher does not recall what he read or have copies of it. His two main sources for research would be the internet or magazines.

Produced on 9/7/11

SAMSUNG EXHIBIT D3

PLAINTIFF JEFFREY FIGONE

CRTs: Mr. Figone does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Figone saw advertisements in newspapers and/or magazines related to CRT products during the relevant time period, but he did not pay particular attention to any such advertisements and does not recall anything specific.

Produced on 9/7/11

SAMSUNG EXHIBIT D4

PLAINTIFF CARMEN GONZALEZ

CRTs: Ms. Gonzales does not believe she reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Ms. Gonzales does recall seeing a Circuit City advertisement that came in the mail that listed the price of her CRT television that she then purchased.

Produced on 9/7/11

SAMSUNG EXHIBIT D5

PLAINTIFF DANA ROSS

CRTs: Mr. Ross does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Ross does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT D6

PLAINTIFF STEVEN GANZ

CRTs: Response pending.

CRT Products: Response pending.

Produced on 9/7/11

SAMSUNG EXHIBIT D7

PLAINTIFF BRADY LANE COTTON

CRTs: Response pending.

CRT Products: Response pending.

Produced on 9/7/11

SAMSUNG EXHIBIT D8

PLAINTIFF COLLEEN SOBOTKA

CRTs: Ms. Sobotka does not believe she reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Ms. Sobotka recalls seeing at least one of her CRT televisions advertised in a BX (military base exchange) flyer.

Produced on 9/7/11

SAMSUNG EXHIBIT D9

PLAINTIFF DANIEL RIEBOW

CRTs: Mr. Riebow does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Riebow believes he read about a CRT computer monitor in a magazine called "Computer Shopper" or "Computer." Mr. Riebow also believes he probably looked at advertisements or magazines such as "Consumer Reports," but he has no specific recollection of looking at any particular publication.

Produced on 9/7/11

SAMSUNG EXHIBIT D10

PLAINTIFF TRAVIS BURAU

CRTs: Mr. Burau does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Burau has reviewed advertisements in the Cedar Rapids Gazette for CRT products. He also believes he probably reviewed other advertisements for CRT products in various newspapers and online during the relevant time period. Mr. Burau does not have specific recollection of the contents of any of the advertisements he saw.

Produced on 9/7/11

SAMSUNG EXHIBIT D11

PLAINTIFF SOUTHERN OFFICE SUPPLY

CRTs: Southern Office Supply does not believe it reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Southern Office Supply did review emails from their main hardware supplier about CRT products.

Produced on 9/7/11

SAMSUNG EXHIBIT D12

PLAINTIFF CHAD KLEBS

CRTs: Mr. Klebs does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Klebs does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT D13

PLAINTIFF DAVID NORBY

CRTs: Mr. Norby does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Norby does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT D14

PLAINTIFF RYAN RIZZO

CRTs: Mr. Rizzo does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Rizzo has reviewed advertisements in Dell catalogues mailed to his home. He has also reviewed advertisements for CRT products in various newspapers and online during the relevant time period. Mr. Rizzo does not specifically recall the contents of any of the advertisements.

Produced on 9/7/11

SAMSUNG EXHIBIT D15

PLAINTIFF CHARLES JENKINS

CRTs: Response pending.

CRT Products: Response pending.

Produced on 9/7/11

SAMSUNG EXHIBIT D16

PLAINTIFF DANIEL HERGERT

CRTs: Mr. Hergert does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Hergert does not specifically recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period, but he may have reviewed an article in "Consumer Reports" about CRT products.

Produced on 9/7/11

SAMSUNG EXHIBIT D17

PLAINTIFF SAMUEL NASTO

CRTs: Mr. Nasto does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Nasto generally recalls seeing Best Buy, Circuit City, and Fry's advertisements from time-to-time in his local newspaper. He believes these advertisements contained information about CRT products, including price and product features, but he cannot recall any specifics about the advertisements he saw.

Produced on 9/7/11

SAMSUNG EXHIBIT D18

PLAINTIFF CRAIG STEPHENSON

CRTs: Mr. Stephenson does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Stephenson does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT D19

PLAINTIFF GARY HANSON

CRTs: Mr. Hanson does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Hanson saw and reviewed a Dell direct advertising insert in his local newspaper and subsequently purchased his Dell CRT computer monitors.

Produced on 9/7/11

SAMSUNG EXHIBIT D20

PLAINTIFF DONNA MARIE ELLINGSON

CRTs: Ms. Ellingson does not believe she reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Ms. Ellingson did see advertisements from time to time regarding CRT products such as televisions and computer monitors, however she does not recall any advertisements specifically nor does she recall the contents of any of the advertisements.

Produced on 9/7/11

SAMSUNG EXHIBIT D21

PLAINTIFF FRANK WARNER

CRTs: Mr. Warner does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Warner does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT D22

PLAINTIFF ALBERT SIDNEY CRIGLER

CRTs: Mr. Crigler does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Crigler reviewed advertisements related to CRT products during the relevant time period, but he does not recall anything specific.

Produced on 9/7/11

SAMSUNG EXHIBIT D23

PLAINTIFF MARGARET SLAGLE

CRTs: Ms. Slagle does not believe she reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Ms. Slagle does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT D24

PLAINTIFF JOHN LARCH

CRTs: Mr. Larch does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Larch reviewed advertisements related to CRT products during the relevant time period, but he does not recall anything specific.

Produced on 9/7/11

SAMSUNG EXHIBIT D25

PLAINTIFF BRIGID TERRY

CRTs: Ms. Terry does not believe she reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Ms. Terry does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E1

PLAINTIFF JERRY COOK

Mr. Cook's claims have been dismissed.

Produced on 9/7/11

SAMSUNG EXHIBIT E2

PLAINTIFF BRIAN LUSCHER

Mr. Luscher believes he may have bought a Mitsubishi large screen projection television and an LCD/plasma product during the class period. He elected to acquire the non-CRT projection television because CRT products were not available in the 50" size range. Mr. Luscher believes the LCD/plasma television was purchased around late 2005-early 2006. The LCD/plasma television was approximately 40", and Mr. Luscher believes that he purchased it because there were no similar-sized CRTs, or if there were, the CRT products were too heavy or bulky.

Produced on 9/7/11

SAMSUNG EXHIBIT E3

PLAINTIFF JEFFREY FIGONE

Mr. Figone purchased at least two LCD computer monitors and three LCD televisions during the relevant period. He purchased the LCD computer monitors because he was buying computer packages from Dell and Apple and his recollection is that they only offered LCD monitors as part of their bundled packages, but he is not certain of that fact. He does not recall CRT monitors even being available at the time of these computer purchases. Mr. Figone purchased the LCD televisions because they were smaller in dimension, lighter weight, and offered a digital picture.

Produced on 9/7/11

SAMSUNG EXHIBIT E4

PLAINTIFF CARMEN GONZALEZ

Ms. Gonzalez did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E5

PLAINTIFF DANA ROSS

Mr. Ross did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E6

PLAINTIFF STEVEN GANZ

Response pending.

Produced on 9/7/11

SAMSUNG EXHIBIT E7

PLAINTIFF BRADY LANE COTTON

Response pending.

Produced on 9/7/11

SAMSUNG EXHIBIT E8

PLAINTIFF COLLEEN SOBOTKA

Ms. Sobotka did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E9

PLAINTIFF DANIEL RIEBOW

Mr. Riebow did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E10

PLAINTIFF TRAVIS BURAU

Mr. Burau purchased a Dell Flat Screen Monitor during the relevant time period. He purchased the Flat Screen Monitor because it was an upgrade as part of a computer package purchased from Dell. Mr. Burau may have purchased other non-CRT televisions or computer monitors during the relevant time period, but cannot state with certainty.

Produced on 9/7/11

SAMSUNG EXHIBIT E11

PLAINTIFF SOUTHERN OFFICE SUPPLY

Southern Office Supply purchased between six and 11 LCD computer monitors during the relevant period. Four were purchased because they took up less space, two were purchased for graphics use in Southern's print shop, and others were purchased because other monitors were wearing out.

Produced on 9/7/11

SAMSUNG EXHIBIT E12

PLAINTIFF CHAD KLEBS

Mr. Klebs did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E13

PLAINTIFF DAVID NORBY

Mr. Norby did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E14

PLAINTIFF RYAN RIZZO

Mr. Rizzo purchased a Philips LCD television and a Dell LCD computer monitor during the relevant time period. He purchased the Philips television because of a superior picture quality. He purchased the Dell monitor because it was an upgrade as part of a computer package. Mr. Rizzo may have purchased other non-CRT televisions or computer monitors during the relevant time period, but he cannot state with certainty.

Produced on 9/7/11

SAMSUNG EXHIBIT E15

PLAINTIFF CHARLES JENKINS

Response pending.

Produced on 9/7/11

SAMSUNG EXHIBIT E16

PLAINTIFF DANIEL HERGERT

Mr. Hergert purchased an LG HD plasma flat screen television during the relevant period. He did so because the television was HD, takes up less space, and he wanted to hang it on a wall.

Produced on 9/7/11

SAMSUNG EXHIBIT E17

PLAINTIFF SAMUEL NASTO

Mr. Nasto acquired two LCD televisions during the relevant period because he believed that the LCD televisions were a newer technology, offered a better picture quality, and were thin as opposed to being bulky and very heavy.

Produced on 9/7/11

SAMSUNG EXHIBIT E18

PLAINTIFF CRAIG STEPHENSON

Mr. Stephenson did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E19

PLAINTIFF GARY HANSON

Mr. Hanson did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E20

PLAINTIFF DONNA MARIE ELLINGSON

Ms. Ellingson did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E21

PLAINTIFF FRANK WARNER

Mr. Warner purchased non-CRT televisions during the relevant time period. He elected to purchase flat screen televisions because the flat screens are HD and because they take up less space.

Produced on 9/7/11

SAMSUNG EXHIBIT E22

PLAINTIFF ALBERT SIDNEY CRIGLER

Mr. Crigler did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E23

PLAINTIFF MARGARET SLAGLE

Ms. Slagle elected to purchase a 42" plasma television to have better viewing with her son as they watched it in her living room. The other CRT televisions were for smaller rooms.

Produced on 9/7/11

SAMSUNG EXHIBIT E24

PLAINTIFF JOHN LARCH

Mr. Larch did not purchase a non-CRT television or computer monitor for himself during the relevant time period. He has purchased a flat screen television for his parents but cannot recall if he purchased it during the relevant time period. He purchased the flat screen television because he believed it was better technology.

Produced on 9/7/11

SAMSUNG EXHIBIT E25

PLAINTIFF BRIGID TERRY

Ms. Terry did not purchase a non-CRT television or computer monitor during the relevant time period.

EXHIBIT 55

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN FRANCISCO DIVISION

4 ---o0o---

5
6 In Re: CATHODE RAY TUBE (CRT))
7 ANTITRUST LITIGATION,)
8 Plaintiff,)

Case No.
07-5944 Sc
MDL No. 1917

9 This Document Relates to:)
10 ALL ACTIONS,)
11

12
13
14
15
16 VIDEOTAPED DEPOSITION OF MARGARET SLAGLE

17 TUESDAY, MARCH 20, 2012
18
19
20
21
22
23
24

25 REPORTER: BALINDA DUNLAP, CSR 10710, RPR, CRR, RMR

A P P E A R A N C E S

---o0o---

FOR THE INDIRECT PURCHASER PLAINTIFFS:

KIRBY McINERNEY LLP
825 Third Avenue,
New York, New York 10022
BY: ROBERT J. GRALEWSKI, JR., ESQ.
(212) 371-6600
bgralewski@kmlp.com

FOR THE DEFENDANTS SAMSUNG ELECTRONICS CO., LTD.,
AND SAMSUNG ELECTRONICS AMERICA, INC.:

O'MELVENY & MYERS LLP
1625 Eye Street NW
Washington, D.C. 20004
BY: BENJAMIN G. BRADSHAW, ESQ.
COURTNEY C. BYRD, ESQ.
(202) 383-5300
bbradshaw@omm.com
cbyrd@omm.com

FOR THE DEFENDANTS KONINKLIJKE PHILIPS ELECTRONICS
N.V., PHILIPS ELECTRONICS NORTH AMERICA
CORPORATION:

BAKER BOTTS LLP
1299 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2400
BY: CHARLES MALAISE, ESQ.
(202) 639-7700
charles.malaise@bakerbotts.com

A P P E A R A N C E S

---o0o---

FOR THE DEFENDANTS TOSHIBA CORPORATION, TOSHIBA
AMERICA, INC., TOSHIBA AMERICA INFORMATION SYSTEMS,
INC., TOSHIBA AMERICA CONSUMER PRODUCTS, L.L.C.,
AND TOSHIBA AMERICA ELECTRONIC COMPONENTS, INC.:
(Telephonic Appearance)

WHITE & CASE LLP
701 Thirteenth Street, NW
Washington, D.C. 20005-3807
BY: AARON McALLISTER, ESQ.
(202) 626-3623
amcallister@whitecase.com

ALSO PRESENT:

Eric Fernald, Barkley Court Reporters

1 INDEX OF EXAMINATIONS

2 ---oOo---

3		
4	EXAMINATIONS	PAGE
5	MR. BRADSHAW	7
6	MR. MALAISE	130
7		
8		
9		

10 INDEX OF EXHIBITS

11	NO.	DESCRIPTION	PAGE
12	48	Notice of Deposition of Margaret Slagle (3 Pages)	23
13	49	Photocopy of a Sears Gold MasterCard Statement, Bates No. CRT000505	29
14			
15	50	Two Color Photocopies of a Sylvania Television, Bates No. CRT00212 through 213	75
16			
17	51	Two Color Photocopies of a Magnavox Television, Bates No. CRT00210 through 211	81
18			
19	11	Indirect Purchaser Plaintiffs' Third Consolidated Amended Complaint (103 Pages)	87
20			
21	52	Indirect Purchaser Plaintiffs' Amended and Supplemental Objections and Responses to Defendant Samsung SDI Co., LTD.'s First Set of Interrogatories (117 Pages)	125
22			
23			
24			
25			

1 BURLINGTON, VERMONT, MARCH 20, 2012

2 ---o0o---

3 BE IT REMEMBERED that on Tuesday, the 20th
4 day of March 2012, commencing at the hour of 9:10
5 a.m. thereof, at 1233 Shelburne Road, Suite E1,
6 Burlington, Vermont, before me, Balinda Dunlap, a
7 Certified Shorthand Reporter in and for the County
8 of San Francisco, State of California, personally
9 appeared:

09:08 10 THE VIDEOGRAPHER: We are on the record.
11 Good morning. My name is Eric Fernald. I am the
12 videographer associated with Barkley Court
13 Reporters, located at 1875 Century Park East, Suite
14 1300, Los Angeles, California 90067.

09:09 15 The date is March 20th, 2012. The time is
16 now 9:10. This deposition is taking place at
17 Kirkpatrick & Goldsborough LLC in the matter of
18 cathode ray tube antitrust litigation, Case No.
19 07-5944-SC.

09:09 20 This is the videotape deposition of
21 Margaret Slagle. Would counsels for the parties
22 please identify themselves and state whom you
23 represent today.

24 MR. BRADSHAW: Good morning. Ben Bradshaw
09:09 25 with O'Melveny & Myers representing defendant

1 Samsung Electronics Company and Samsung Electronics
2 Company America.

3 Also with me --

4 MR. McALLISTER: Aaron McAllister from
09:10 5 White & Case on behalf of the Toshiba entities.

6 MR. BRADSHAW: I should speak up. Also
7 with me is Courtney Byrd from O'Melveny & Meyers,
8 also for Samsung Electronics Company and Samsung
9 Electronics America Incorporated.

09:10 10 MR. MALAISE: Charles Malaise, Baker
11 Botts, representing the Philips defendants.

12 MS. KIRKPATRICK: Mary Kirkpatrick with
13 Kirkpatrick & Goldsborough representing plaintiff.

14 MR. GRALEWSKI: Bob Gralewski, Kirby
09:10 15 McInerney, for the plaintiff and the class.

16 THE VIDEOGRAPHER: The court reporter will
17 now swear in the witness, please.

18 MARGARET SLAGLE

19 called as a witness by the Defense, having
09:10 20 been sworn to tell the truth, the whole truth, and
21 nothing but the truth, was examined and testified as
22 follows:

23 ---o0o---

24 EXAMINATION BY MR. BRADSHAW

09:10 25 Q. Good morning, Ms. Slagle. We met a few

1 minutes ago for the first time. I'll reintroduce
2 myself. My name is Ben Bradshaw, and I am an
3 attorney for two of the defendant companies in this
4 case.

09:11 5 So good morning and thank you --

6 A. Good morning.

7 Q. -- for your time. Could you go ahead and
8 spell -- state your name and spell it for the
9 record, please.

09:11 10 A. Yes. Margaret, M-a-r-g-a-r-e-t, Haas,
11 H-a-a-s, Slagle, S-l-a-g-l-e.

12 Q. Ms. Slagle, what is your current home
13 address?

14 A. It is 30 Pine Street, South Burlington,
09:11 15 Vermont 05403.

16 Q. Ms. Slagle, how long have you lived at
17 that address?

18 A. Year and a half.

19 Q. And where did you live before that?

09:11 20 A. 14 Highway Lane in Williston, Vermont.

21 Q. What state, Williston?

22 A. Yeah.

23 Q. Williston is in Vermont?

24 A. That's correct.

09:11 25 Q. Okay. And how long were you at the former

1 address in Williston?

2 A. In Williston, about a year and a half.

3 Q. And where were you before that?

4 A. Essex, Vermont.

09:11 5 Q. Okay. And how long were you in Essex?

6 A. About a year and a half.

7 Q. That seems to be a pattern here?

8 A. Yeah.

9 Q. And where were you before Essex?

09:12 10 A. Before that it was Essex as well, and it
11 was a condo my church had.

12 Q. How long have you lived in Vermont?

13 A. I have lived in Vermont since 1988.

14 Q. Okay. And since 1988 until the present,

09:12 15 have you lived in Vermont on a continuous basis?

16 A. Yes, I have.

17 Q. Okay. And your residence currently in
18 South Burlington, is that your primary residence?

19 A. It is.

09:12 20 Q. Okay. And do you own that home?

21 A. I rent it.

22 Q. Okay. Do you pay taxes here in Vermont?

23 A. I do. I work here.

24 Q. Okay. That's probably not a good
09:12 25 question. "Unfortunately, yes."

1 Okay. Ms. Slagle, have you ever been
2 deposed before?

3 A. With my divorce I have, yeah.

4 Q. One time?

09:12 5 A. One time.

6 Q. And when was that?

7 A. I am not sure of the exact date, but it
8 was between '04 and '08.

9 Q. Okay. Since you've been through this
09:13 10 before, you probably have a pretty good idea what
11 the activities today will involve, and I am sure
12 your counsel has addressed it with you, but let me
13 just remind you that you are under oath, and you
14 have an obligation to answer my questions
09:13 15 completely and truthfully.

16 Do you understand that?

17 A. I absolutely do.

18 Q. And is there any reason today that you
19 cannot answer my questions completely, accurately,
09:13 20 and truthfully?

21 A. No, no reason.

22 Q. And certainly feel free to, if one of my
23 questions is unclear, which may or may not be the
24 case at some point today, feel free to clarify them
09:13 25 or ask for clarification. I'll do my best to

1 clarify; is that okay?

2 A. That's okay.

3 Q. And certainly the court reporter you can
4 see to your right, she's taking down every word
09:13 5 that we say. So that's important that we try not
6 to talk over each other. It might happen
7 unintentionally throughout the course of the day
8 where you jump in to answer a question before I am
9 finished, or I'll jump in with a question before
09:14 10 you've finished your answer.

11 Let's do our best to try not to talk over
12 each other. I'll wait for you to finish your
13 answer before I ask another question, and if you
14 would wait until I finish my question before you
09:14 15 answer, that would be appreciated.

16 A. Certainly.

17 Q. Okay. Great. Now, what is your
18 understanding, Ms. Slagle, if anything, as to why
19 you're here today?

09:14 20 A. I'm here as a plaintiff for a class action
21 lawsuit about CRT tubes where they were allegedly
22 price-fixing the tubes, and I am an indirect
23 plaintiff basically because I am the end user. I
24 am the one that bought the televisions.

09:14 25 Q. And let me ask a couple follow-up

1 questions. Have you ever actually purchased a CRT
2 tube on its own, as a stand-alone product?

3 A. Not inside of a television?

4 Q. Not inside of a television.

09:15 5 A. No.

6 Q. Okay. So your participation today is
7 based on your purchase of televisions which include
8 CRT tubes within them; is that correct?

9 A. That's correct.

09:15 10 Q. Okay. And when you say that there was
11 price-fixing of the tubes, can you just clarify
12 exactly what you mean? Are you talking about -- is
13 it your understanding that the allegations in this
14 case refer to price-fixing of the actual CRT tubes?

09:15 15 A. That's my understanding.

16 Q. Okay. So your understanding is that the
17 allegations in this case do not involve actual
18 price-fixing of the televisions themselves?

19 MR. GRALEWSKI: Object to the form of the
09:15 20 question. Calls for a legal conclusion.

21 You can answer.

22 THE WITNESS: I can?

23 MR. GRALEWSKI: You can answer if you
24 understand the question.

09:15 25 THE WITNESS: Can you repeat that again?

1 Q. BY MR. BRADSHAW: Sure. Is it your
2 understanding that the allegations in this
3 complaint do not involve an allegation that the
4 televisions themselves, the price of the
09:16 5 televisions themselves, was price-fixed; is that
6 your understanding?

7 A. That's not really clear to me. Because it
8 seems like the vacuum tube is part of the
9 television.

09:16 10 Q. Right. But are you making an allegation
11 in this case that the manufacturers of televisions
12 coordinated the pricing of those televisions?

13 A. No.

14 Q. Okay. So your allegation is that -- if I
09:16 15 understand correctly, your allegation is that the
16 manufacturers of tubes, the actual CRT tube,
17 price-fixed that product, the tube; is that
18 correct?

19 A. That's correct.

09:16 20 Q. Are you aware that my client, Samsung
21 Electronics Company, has never manufactured tubes?

22 A. Am I aware?

23 Q. Yeah.

24 MR. GRALEWSKI: Object to the form of the
09:16 25 question. Lacks foundation.

1 Q. BY MR. BRADSHAW: Are you aware of that?
2 Are you aware that my client, Samsung Electronics
3 Company, has never manufactured tubes?

4 A. No, I am not aware of that.

09:17 5 MR. GRALEWSKI: Same objections.

6 Q. BY MR. BRADSHAW: Are you also aware that
7 my client, Samsung Electronics Company America, has
8 never manufactured tubes?

9 MR. GRALEWSKI: Same objection.

09:17 10 Q. BY MR. BRADSHAW: Did you know that?

11 A. I didn't.

12 Q. But you still sued my clients even though
13 they never manufactured tubes?

14 MR. GRALEWSKI: Same objection. Lacks
09:17 15 foundation. Argumentative.

16 Q. BY MR. BRADSHAW: Is that correct? You've
17 sued my clients claiming that they price-fixed
18 tubes even though they never made tubes?

19 MR. GRALEWSKI: Same objection.

09:17 20 THE WITNESS: That was my understanding,
21 yeah.

22 Q. BY MR. BRADSHAW: Your understanding was
23 what, what was your understanding?

24 A. That they were --

09:17 25 MR. GRALEWSKI: I just want to interpose

1 an objection and caution the witness not to reveal
2 any attorney-client communications, but to the
3 extent you can answer the question without doing
4 so, you can answer.

09:17 5 THE WITNESS: Okay. Now you're going to
6 have to ask me the question again.

7 MR. BRADSHAW: Why don't you read it back,
8 because I think I was asking you to clarify
9 something that you said.

09:18 10 (Reporter read back as requested.)

11 THE WITNESS: Okay.

12 Q. BY MR. BRADSHAW: And you said "That was
13 my understanding." So your understanding is that
14 you've made a decision to sue my clients claiming
09:18 15 that they price-fixed the price of tubes even
16 though they've never made tubes?

17 MR. GRALEWSKI: Object to the form of the
18 question.

19 Q. BY MR. BRADSHAW: Is that your
09:18 20 understanding?

21 MR. GRALEWSKI: Same objection. Calls for
22 a legal conclusion.

23 THE WITNESS: In general, that was my
24 understanding, yes.

09:18 25 Q. BY MR. BRADSHAW: Do you think it is

1 appropriate to sue somebody when they have never
2 even made the product?

3 MR. GRALEWSKI: Object to the form of the
4 question. Lacks foundation. Argumentative. Calls
09:18 5 for a legal conclusion.

6 THE WITNESS: I think that in my knowledge
7 base, people that you can have production of an
8 item, but can also have people involved that make
9 the decisions that may not directly make it.

09:18 10 Q. BY MR. BRADSHAW: Okay. But my question
11 is: If a company doesn't make a product, do you
12 think it's appropriate to sue that company for
13 price-fixing of that product even though they've
14 never made the product?

09:19 15 MR. GRALEWSKI: Object to the form of the
16 question. Lacks foundation. Calls for a legal
17 conclusion.

18 You can answer.

19 THE WITNESS: Okay. I guess the answer
09:19 20 would be no on that.

21 Q. BY MR. BRADSHAW: Okay.

22 A. But I would also state that if they are
23 involved in any kind of connection with it, which
24 was my understanding that they were, so, you know,
09:19 25 like, business conversations or whatever.

1 Q. Anything else? Did you want to add
2 anything else?

3 A. No.

4 Q. Ms. Slagle, what is your -- can you just
09:19 5 give me an overview of your educational background?

6 A. Yeah, certainly can. I am a registered
7 nurse.

8 Q. And when did you receive your RN?

9 A. In 1980.

09:20 10 Q. Where did you receive that degree?

11 A. Southwest Missouri State University,
12 Springfield Missouri.

13 Q. When did you graduate from high school?

14 A. 1974.

09:20 15 Q. And you went to Southwest Missouri State
16 University?

17 A. It is Missouri State University now.

18 Q. Missouri State University, when did you
19 start there?

09:20 20 A. In '75.

21 Q. Okay. And when did you graduate?

22 A. In 1980.

23 Q. Do you have any other secondary education
24 besides your RN?

09:20 25 A. No. I have my bachelorette.

1 Q. What is that?

2 A. Bachelorette in nursing. It is a
3 four-year degree. When I went to nursing school,
4 there was a three-year diploma program, and I went
09:20 5 on and got my bachelorette at the college level
6 after that.

7 Q. Do you have any -- and you are an RN?

8 A. I am an RN.

9 Q. Okay. And what is your area of nursing?

09:21 10 A. Infection prevention.

11 Q. And are you currently employed?

12 A. I am.

13 Q. Where are you currently employed?

14 A. Visiting Nurse Association of Chittenden
09:21 15 and Grand Isle Counties.

16 Q. So do you travel from different place to
17 place, to hospital to hospital?

18 A. Homes, mostly home care.

19 Q. Have you ever, in your professional life,
09:21 20 been involved in any capacity in the consumer
21 electronics business?

22 A. I have not.

23 Q. You ever been involved in the retail
24 business, selling retail?

09:21 25 A. My first job when I was a kid.

1 Q. You worked in a store somewhere?

2 A. I worked in a store, yeah.

3 Q. Okay. But in a professional capacity
4 since you graduated from college, have you been
09:22 5 involved in any way in the retail industry?

6 A. I have not.

7 Q. Ms. Slagle, did you do anything to prepare
8 for your deposition today?

9 A. I reviewed the documents that I signed
09:22 10 previously.

11 Q. Did you meet with your counsel?

12 A. Uh-huh.

13 Q. And who is that?

14 A. Mary and Bob.

09:22 15 Q. How many times did you meet with your
16 counsel?

17 A. Just once, yeah.

18 Q. When was that?

19 A. I met last night with them.

09:22 20 Q. How long did that meeting last?

21 A. About an hour.

22 Q. And you had -- in preparation for your
23 deposition, that was the only time that you spoke
24 with your counsel?

09:22 25 A. I had a conversation on Friday.

1 Q. The conversation on Friday, this past
2 Friday, was that on the phone?

3 A. Yes, it was.

4 Q. And who was that with?

09:23 5 A. Bob.

6 Q. Mr. Gralewski, did I pronounce your name
7 correctly?

8 MR. GRALEWSKI: Thank you.

9 Q. BY MR. BRADSHAW: And that was on the
09:23 10 phone?

11 A. Yes.

12 Q. Was Ms. Kirkpatrick on the phone as well?

13 A. Yes.

14 Q. And how long did that last again?

09:23 15 A. It was about an hour, too.

16 Q. And the meeting last night lasted about an
17 hour. Did I get that right?

18 A. Yeah, to my recollection, yeah.

19 Q. Was there anybody else -- was that meeting
09:23 20 in-person?

21 A. Uh-huh.

22 Q. The call that you had with your counsel on
23 Friday, was anybody else on that call except for
24 the three of you?

09:23 25 A. Huh-uh.

1 Q. And what about the meeting yesterday, was
2 anybody there other than the three of you?

3 A. No.

4 Q. Other than the one telephone conversation
09:23 5 and the meeting in person, did you do anything else
6 to prepare for your deposition?

7 MR. GRALEWSKI: Object to the form of the
8 question. Misstates testimony.

9 THE WITNESS: Okay. I just reviewed the
09:24 10 documents with them that I had signed previously.

11 Q. BY MR. BRADSHAW: Okay. And then other
12 than reviewing those documents and the two
13 meetings, did you do anything else?

14 A. I had dinner afterwards, went out to eat.

09:24 15 Q. I am sure --

16 A. It was time to eat.

17 Q. I am sure you did a lot of things. The
18 question, though -- at least the intent of the
19 question was did you do anything else in
09:24 20 preparation for your deposition? I assume that
21 eating dinner was not in preparation.

22 A. Yeah, no, no, no. No.

23 Q. Okay. So you didn't do any research? You
24 didn't look at any other documents? You didn't
09:24 25 talk to anybody else in preparation for your

1 deposition?

2 A. No.

3 MR. GRALEWSKI: Object to the form of the
4 question. Vague and ambiguous. Misstates
09:24 5 testimony.

6 Q. BY MR. BRADSHAW: Now, Ms. Slagle, have
7 you ever been a plaintiff before in a lawsuit?

8 A. In my divorce.

9 Q. Okay. Other than your divorce --

09:25 10 A. No.

11 Q. -- have you ever been a plaintiff in a
12 lawsuit? Have you ever been a defendant in a
13 lawsuit?

14 A. No.

09:25 15 Q. Have you ever participated in a class
16 action in any way?

17 A. No.

18 Q. Okay. Have you ever participated in a
19 class action settlement, to the best of your
09:25 20 knowledge?

21 A. I have not.

22 Q. Okay. So this is the first time that,
23 other than your divorce, where you've actually been
24 involved in a lawsuit --

09:25 25 A. That's correct.

1 Q. -- is that correct? When was the first
2 time that you met Mr. Gralewski?

3 A. Last night I met him, yeah.

4 Q. Okay. When is the first time that you
09:25 5 spoke with him?

6 A. I think it was Friday, yeah.

7 Q. First time you ever spoke with him?

8 A. That's correct.

9 Q. Okay. And what about Ms. Kirkpatrick,
09:25 10 when was the first time that you met
11 Ms. Kirkpatrick?

12 A. That was '04 or '05.

13 Q. And how long has Ms. Kirkpatrick been your
14 lawyer?

09:25 15 A. Since '04, '05, until the divorce was
16 final.

17 Q. And did Ms. Kirkpatrick represent you in
18 the divorce?

19 A. Yes, she did.

09:26 20 (Reporter marked [Exhibit No. 48](#) for
21 identification.)

22 Q. BY MR. BRADSHAW: Ms. Slagle, the court
23 reporter has just handed you a document marked as
24 Exhibit 48, which for the record has the title
09:27 25 "Notice of Deposition of Margaret Slagle."

1 Go ahead and take a look at that.

2 A. Okay.

3 Q. Do you recognize the document?

4 A. Yeah, it is a request to come here today.

09:27 5 Q. And do you recognize this as the reason
6 why we are all here today to take your deposition?

7 MR. GRALEWSKI: Object to the form of the
8 question. Lacks foundation. Vague and ambiguous.

9 You can answer.

09:27 10 THE WITNESS: Yeah.

11 Q. BY MR. BRADSHAW: Now, Ms. Slagle, earlier
12 when I asked you about this lawsuit, you indicated
13 that your participation in this lawsuit drives from
14 your purchase of some televisions --

09:27 15 A. That's correct.

16 Q. -- is that correct? How many televisions
17 have you purchased?

18 A. Two.

19 Q. Two.

09:28 20 MR. GRALEWSKI: Can you remember to let
21 him finish his question.

22 THE WITNESS: I'm sorry. I am sorry.

23 MR. GRALEWSKI: You're doing great.

24 Q. BY MR. BRADSHAW: I know you are not doing
09:28 25 it intentionally. I'm sure I will do it at some

1 point in time.

2 MR. GRALEWSKI: Thank you.

3 THE WITNESS: I apologize.

4 Q. BY MR. BRADSHAW: But it is wise advice
09:28 5 from your counsel.

6 So just to clarify, with respect to the
7 products that you are claiming damages for in this
8 case, how many specific products have you purchased
9 that you're claiming damages for in this case?

09:28 10 A. Two.

11 Q. Two. Okay. What are those two products?

12 A. Two televisions.

13 Q. What brand were the televisions?

14 A. Magnavox -- one was a Magnavox, and one
09:28 15 was Sylvania, I believe.

16 Q. Other than those two televisions, the
17 Magnavox and the Sylvania, are you claiming damages
18 in this case based on the purchase of any other
19 products?

09:29 20 A. No.

21 Q. All right. Let's focus on the Magnavox,
22 the first one that you mentioned. Is the Magnavox
23 television -- strike that.

24 Does the Magnavox television contain a CRT
09:29 25 tube within it?

1 A. Yes, that's my understanding that it does.

2 Q. Okay. Do you know one way or the other?

3 A. Well, yeah, I mean, those were produced
4 before the flat screens were.

09:29 5 Q. Well, when you say "flat screen," is the
6 Magnavox a flat screen?

7 A. Huh-uh.

8 MR. GRALEWSKI: And also remember to
9 answer with "yes" or "no" instead of shaking your
09:29 10 head.

11 THE WITNESS: Okay. I'm sorry.

12 MR. GRALEWSKI: That's okay. That's okay.

13 Q. BY MR. BRADSHAW: Have you actually
14 confirmed one way or the other whether the Magnavox
09:30 15 television contains a CRT?

16 A. Confirmed as far as?

17 Q. Looking at it, looking at the serial
18 number, opening it up?

19 A. I didn't open it up.

09:30 20 Q. Calling Magnavox to make sure?

21 A. No.

22 Q. Okay. So your belief that it contains a
23 CRT is just based on the appearance --

24 A. General knowledge.

09:30 25 Q. -- and the appearance of the television?

1 A. Yes.

2 Q. Okay. Do you know who manufactured the
3 television?

4 A. As far as I know, it was Magnavox. No, I
09:30 5 guess.

6 Q. Is Magnavox a defendant in this case?

7 A. Not that I'm aware of. I am not sure.
8 There's several defendants in the case.

9 Q. Do you know whether or not Magnavox is a
09:30 10 defendant?

11 A. I think it is, but I'm not sure.

12 Q. Okay. Do you know who manufactured the
13 CRT tube within the Magnavox television?

14 A. No.

09:31 15 Q. How big is the television?

16 A. About like that. I don't remember how
17 many inches it was. I know it fit my room.

18 Q. Okay. But you don't know how many
19 inches -- generally televisions are measured --

09:31 20 A. Geez, I have to look at that stuff that I
21 submitted. I had a whole manual and stuff. It's
22 in there.

23 Q. Okay. We'll look at that in a minute.
24 This is not a memory test --

09:31 25 A. Okay.

1 Q. -- but I am just asking do you have any --
2 do you know, as you're sitting here right now, the
3 size of the screen of the television, the Magnavox
4 television?

09:31 5 A. I can't state the exact inches, but I can
6 show you. It is like this big.

7 Q. Okay. When did you purchase the Magnavox
8 television?

9 A. It was either in the end of '04, beginning
09:31 10 of '05, yeah.

11 Q. Where did you purchase it?

12 A. RadioShack.

13 Q. Do you know how much you paid for it?

14 A. It was about 240, something like that.

09:32 15 \$240.

16 Q. Do you have a receipt?

17 A. I think there's some here, yeah, on my
18 charge card. It was a charge.

19 Q. So you paid with a credit card?

09:32 20 A. I did.

21 Q. What were the circumstances that led to
22 the purchasing of the new television?

23 A. I left my home from the divorce split and
24 had no televisions. So I bought some when I moved
09:32 25 into my apartment.

1 Q. Okay. The \$240 that you believe that you
2 paid for the Magnavox television, does that include
3 sales tax?

4 A. I suppose it would, because I have my
09:33 5 receipt from the charge card. That was what the
6 charge was, I think so.

7 (Reporter marked [Exhibit No. 49](#) for
8 identification.)

9 Q. BY MR. BRADSHAW: So Ms. Slagle, just so
09:33 10 we are eliminating any mysteries here, the court
11 reporter has handed you a document marked Exhibit
12 49, which bears the Bates stamp CRT000505. Take a
13 minute to look at that.

14 A. Yep.

09:34 15 Q. Do you recognize that?

16 A. It is a credit card statement from a
17 credit card.

18 Q. Do you recognize this as a credit card
19 statement from your credit card?

09:34 20 A. Uh-huh.

21 Q. Okay. Is that a "yes"?

22 A. Yes, sorry.

23 Q. Okay. Thank you. And the -- there's a
24 lot of information that's blacked out because I
09:34 25 assume that's --

1 A. Other purchases.

2 Q. -- other purchases, but there is one line
3 that appears to be a purchase, RadioShack, South
4 Burlington, Vermont in the amount of 238.23.

09:34 5 Do you see that?

6 A. I do.

7 Q. Is it your testimony that this document,
8 Exhibit 49, reflects the purchase price for the
9 Magnavox television that we've been discussing?

09:35 10 A. Yes.

11 Q. Okay. So the amount here, 238.23, does
12 that represent the total amount that you believe
13 you paid for the television?

14 A. Yes.

09:35 15 Q. Okay. And does this refresh your
16 recollection as to when you purchased it?

17 A. It does. I remember going in there, and
18 that's when I first moved, yeah, from my friend's
19 house.

09:35 20 Q. And when would that have been?

21 A. That's November of '04, yeah.

22 Q. I guess that's my question. It doesn't
23 look like there's a year on this statement. Is it
24 your understanding that the 11 -- see on the
09:35 25 left-hand column there there's "11/26" and "11/29"?

1 A. Yeah.

2 Q. Do you know what those two make reference
3 to?

4 A. Yeah, one's the purchase date and one's
09:36 5 the clear date, I believe, like when it was posted
6 to the bank account or whatever. I believe that's
7 usually what that means.

8 Q. Okay. So do you think that 11/26 was the
9 purchase date?

09:36 10 A. I think so.

11 Q. Okay. And would that be '04?

12 A. Yes, yes.

13 Q. Okay. So back to the amount here, 238.23,
14 does that represent the total amount that you paid?

09:36 15 A. Yes.

16 Q. Okay. So that would include sales tax?
17 Is there sales tax in Vermont?

18 A. Yes.

19 Q. Did you -- when you purchased the Magnavox
09:36 20 television, was it on sale?

21 A. I don't really remember if it was on sale
22 or not. Yeah, I don't really remember.

23 Q. It could have been?

24 A. Yeah.

09:36 25 MR. GRALEWSKI: Object to the form.

1 Misstates testimony. Lacks foundation.

2 Q. BY MR. BRADSHAW: Do you recall whether
3 the television that you purchased was a
4 discontinued item?

09:37 5 A. I don't recall that. It's too long ago.

6 Q. Yeah. Was there a rebate associated with
7 your purchase, a manufacturer's rebate?

8 A. Not that I'm aware of.

9 Q. Did you purchase the extended warranty?

09:37 10 A. No.

11 Q. Did you have the product delivered to your
12 home?

13 A. No. I think I put it in the back of my
14 car, yeah.

09:37 15 Q. So you didn't pay for delivery?

16 A. Huh-uh.

17 Q. Did you -- well, strike that.

18 Why did you choose the Magnavox
19 television?

09:37 20 A. I guess it was just a good price, I
21 thought, in comparison. It was close to my house,
22 and I needed a TV. It was like "I need a TV.
23 There's nothing in my apartment." So I bought it.

24 Q. I'm sorry. I didn't mean to jump in. Did
09:38 25 you have anything else?

1 A. No.

2 Q. You said the RadioShack was close to your

3 --

4 A. Where I was living.

09:38 5 Q. -- where you were living? Where was that?

6 Where was the RadioShack located?

7 A. I think it was over close to Essex

8 Junction, five corners area.

9 Q. Five corners, what is that?

09:38 10 A. Oh, it is a place in Vermont where five
11 streets intersect.

12 Q. What city is that in?

13 A. It's in Essex, or South Burlington on the
14 edge.

09:38 15 Q. So there was a convenience factor for you
16 because the RadioShack was close by?

17 A. Yeah.

18 Q. Okay. Did you investigate televisions at
19 all before you purchased the Magnavox?

09:38 20 A. Not really. I just wanted to go buy a TV.

21 Q. Did you look at ads in the newspaper?

22 A. I did not.

23 Q. Did you look at information about
24 televisions on the Internet?

09:38 25 A. No.

1 Q. Did you go to any other stores to look for
2 televisions?

3 A. Not that I remember. Because I just --
4 no.

09:39 5 Q. Are there other stores nearby that sell
6 televisions?

7 A. Oh, absolutely.

8 Q. What are some of those stores?

9 A. There's a Best Buy, but it is further down
09:39 10 the road. Any department --

11 Q. Okay. Is there a Sears nearby?

12 A. Yeah, there's a Sears. It is not really
13 by Essex, but yeah, there's one.

14 Q. Was there a Circuit City close by? Even
09:39 15 though Circuit Cities are now out of business.

16 A. I was going to say, I think there was,
17 yeah, yeah.

18 Q. Walmart, is there a Walmart close by?

19 A. The Walmart was here then, yes.

09:39 20 Q. Sam's Club, is there a Sam's Club?

21 A. No, there is not.

22 Q. Do you know what a Sam's Club is?

23 A. I do, yeah, yeah.

24 Q. Okay. Any other electronics stores that
09:40 25 sell televisions?

1 A. In this area? Oh, I am sure.

2 Q. Other than the ones that I just mentioned?

3 A. I am sure Costco has them.

4 Q. Is there a Target?

09:40 5 A. No.

6 Q. But when you purchased the Magnavox, you
7 didn't go --

8 A. No, I didn't.

9 Q. You didn't go to any of these other stores
09:40 10 to shop around?

11 A. I didn't.

12 Q. When you purchased the television at
13 RadioShack, were there other brands that were being
14 sold?

09:40 15 A. There were other TVs there, but I didn't
16 pay attention to what the brands were, you know
17 what I mean?

18 Q. Why not?

19 A. Because I think I was just like "I want to
09:40 20 get it. I want to get it done, and I want to get
21 it there."

22 Q. Because you needed a TV right away?

23 A. I had no television.

24 Q. We don't want to be without our
09:40 25 television.

1 Okay. When you purchased the television,
2 did you have any questions for the salesperson?

3 A. Oh, no, I don't think so, other than what
4 you would normally ask, what the price is and
09:41 5 stuff. I didn't -- I don't remember specifically
6 what I would have asked them.

7 Q. And have you been satisfied with the
8 television since you purchased it?

9 A. Yeah, worked well, yeah.

09:41 10 Q. Do you still have it?

11 A. I do.

12 Q. No complaints with its function?

13 A. No.

14 Q. Do you understand that all of the other
09:41 15 stores that we discussed, the Targets, the Best
16 Buys, the Costcos, the Walmarts, do you
17 understand -- is it your understanding that
18 RadioShack competes with those other stores for the
19 sale of televisions?

09:41 20 A. I am sure they do, yeah.

21 Q. Do you have any reason to think that's not
22 the case?

23 A. No.

24 Q. When you purchased the television, other
09:42 25 than the immediacy and the convenience factor that

1 you just told us about, were there any other
2 features of the television that were important to
3 you?

4 MR. GRALEWSKI: Object to the form of the
09:42 5 question to the extent it misstates testimony.

6 You can answer.

7 THE WITNESS: I think it was just the -- I
8 am trying to think of how to say this. It was so
9 it -- there was something with televisions at that
09:42 10 point in time that they could play DVD players or
11 something well, and I looked for that.

12 Q. BY MR. BRADSHAW: But it didn't -- does
13 your television have a DVD player within it?

14 A. No.

09:42 15 Q. Okay.

16 A. No. It had the connections on the front
17 or something like this. It was easier.

18 Q. Now, when you purchased the television,
19 did you purchase it with any other products? And I
09:43 20 am talking about the Magnavox television now.
21 We'll get to the other one in a minute.

22 A. Did I purchase it with any other products?

23 Q. Did you buy a DVD player with it, for
24 instance?

09:43 25 A. Oh, no, no, no.

1 Q. Did you buy a VCR with it?

2 A. No.

3 Q. So you didn't buy it together with any
4 other products?

09:43 5 A. No.

6 Q. Okay. Did you buy any accessory when you
7 purchased the television, any accessories to go
8 with the television?

9 A. No.

09:43 10 Q. Okay. So no -- sometimes you'll need
11 cables to connect the television to a VCR, for
12 instance?

13 A. I don't remember doing that.

14 Q. You know what I'm talking about, the
09:43 15 cable?

16 A. Yeah, the things that hook in the back.

17 Q. But you didn't buy anything like that?

18 A. I don't think so. I don't remember doing
19 it.

09:43 20 Q. Now, is it your allegation in this case
21 that you were damaged because of the purchase of
22 that television?

23 A. Yes.

24 Q. And how have you been injured or how have
09:44 25 you been damaged because of the purchase of that

1 television?

2 A. Well, by making the cost go up for me for
3 the price of the television.

4 Q. When you paid \$283.23 for the television,
09:44 5 was that a competitive price when you paid it?

6 MR. GRALEWSKI: Object to the form of the
7 question. Calls for a legal conclusion.

8 THE WITNESS: I have no idea. I only go
9 to the -- and look at the prices that were on the
09:44 10 shelf. That's what I did, and what was within my
11 budget.

12 Q. BY MR. BRADSHAW: What do you think you
13 should have paid for the television?

14 MR. GRALEWSKI: Same objection.

09:44 15 THE WITNESS: Well, not more than that, I
16 guess.

17 Q. BY MR. BRADSHAW: Not more than the
18 238.23?

19 A. No.

09:44 20 Q. Well, you didn't pay more, so?

21 A. Right.

22 Q. Do you have any belief as to what you
23 should have paid for the television?

24 MR. GRALEWSKI: Object to the form of the
09:45 25 question.

1 THE WITNESS: No.

2 MR. GRALEWSKI: Calls for a legal
3 conclusion.

4 Q. BY MR. BRADSHAW: Have you had any
09:45 5 interactions with anyone from Magnavox since the
6 purchase of your television?

7 A. No.

8 Q. Customer service calls or anything like
9 that?

09:45 10 A. No.

11 Q. What about with RadioShack?

12 A. No.

13 Q. Okay. So you just bought it --

14 A. Did I go back in -- I probably went back
09:45 15 in RadioShack and bought batteries or something in
16 that store.

17 Q. But no interaction in connection with the
18 television?

19 A. No.

09:45 20 Q. Okay. When you purchased the television,
21 the Magnavox television, was RadioShack selling
22 LCD -- flat screen LCD televisions?

23 A. I don't remember.

24 Q. Do you know whether any of the other
09:46 25 electronic stores that we talked about earlier,

1 Best Buy, Circuit City, Costco, Walmart, Target,
2 did any of those stores sell LCD televisions?

3 A. Yeah, sure they did. I didn't look, but
4 yeah.

09:46 5 Q. Did you consider purchasing an LCD
6 television?

7 A. I didn't at that point, no.

8 Q. And why not?

9 A. Because they were newer on the market,
09:46 10 yeah, more expensive.

11 Q. How do you know they were more expensive?

12 A. Just from things I'd see in the paper and
13 stuff.

14 Q. Ads in the paper?

09:46 15 A. Yeah.

16 Q. So you did look at ads in the paper --

17 A. Well, not for the purpose of buying a
18 television prior to that. You know how you get
19 your Sunday paper and you look through? I didn't
09:47 20 have the intent of purchasing it at that point.

21 Q. What about a plasma, do you know what a
22 plasma television is? Did you consider purchasing
23 a plasma television --

24 A. Not at that point.

09:47 25 Q. -- in November 2004?

1 A. Not at that point.

2 Q. And why not?

3 A. Expense.

4 Q. Okay. Your belief is that they were more
09:47 5 expensive?

6 A. Yeah, they were new. I think they were a
7 couple thousand dollars then or something.

8 Q. Okay.

9 A. But at that point, I really didn't. I
09:47 10 just went in, "I'm buying this television" that
11 night.

12 Q. What do you mean "that night"?

13 A. Just when all that happened to me, when I
14 didn't have any television. I was in my old place
09:47 15 of residing, which I was no longer living at.

16 Q. Okay. Let's talk now about the Sylvania
17 television, the second television that you
18 mentioned. When did you purchase it?

19 A. It was shortly after the Magnavox, about a
09:48 20 couple months or so.

21 Q. Just thought of something I need to ask.
22 Going back to the -- sorry to jump around, but
23 going back to the Magnavox --

24 A. Magnavox.

09:48 25 Q. -- do you know how much RadioShack paid

1 for the television?

2 A. I don't.

3 Q. Do you know whether RadioShack sold it to
4 you below RadioShack's cost?

09:48 5 A. I don't know that.

6 Q. Have you ever heard of the term "loss
7 leader"?

8 A. What?

9 Q. Loss leader.

09:48 10 A. No.

11 Q. Okay. Have you ever heard of the concept
12 where a retailer will sell a product below its cost
13 in order to get customers into its store to
14 purchase other things, have you ever heard of that?

09:49 15 A. I haven't heard of that specifically
16 because it doesn't make sense economically, but...

17 Q. How would it not make sense economically?

18 MR. GRALEWSKI: Object to the form. Calls
19 for a legal conclusion.

09:49 20 THE WITNESS: Okay. What I heard you say
21 was they are going to sell it below the cost they
22 bought it for.

23 Q. BY MR. BRADSHAW: Right, in order to get
24 customers into their store to buy other things.

09:49 25 And I think you said that doesn't make sense

1 economically. And I was just curious why that
2 doesn't make sense economically?

3 MR. GRALEWSKI: Same objections.

4 THE WITNESS: Because it's below their
09:49 5 cost.

6 Q. BY MR. BRADSHAW: Right. But if they're
7 getting customers into their store to buy a lot of
8 other things --

9 A. Then they'll buy other stuff, yeah.

09:49 10 MR. GRALEWSKI: Object -- hold on. You
11 can finish your question. I'm sorry, and then I'd
12 like to make an objection.

13 Q. BY MR. BRADSHAW: So my question is: If
14 by selling one particular item below its cost in
09:50 15 order to incentivize customers to come to the store
16 and buy other things, that could be economically
17 beneficial to the store, correct?

18 MR. GRALEWSKI: Object to the form of the
19 question. Vague and ambiguous. Incomplete
09:50 20 hypothetical. Lacks foundation. Calls for a legal
21 conclusion.

22 THE WITNESS: Okay. I guess it calls
23 for --

24 Q. BY MR. BRADSHAW: Well, you have to answer
09:50 25 the question.

1 A. Now you have to ask it.

2 MR. GRALEWSKI: She has to answer the
3 question if you understand the question. If you
4 don't understand the question, you can ask him to
09:50 5 rephrase it.

6 THE WITNESS: Can you rephrase it?

7 MR. GRALEWSKI: Or to restate it.

8 Q. BY MR. BRADSHAW: Sure, sure, sure. You
9 told me that the hypothetical I posed to you
09:50 10 doesn't make economic sense. So here's a situation
11 where I am going to ask it again. Wouldn't it be
12 the case that if a retailer sells a product below
13 its cost, a single product below its cost, as an
14 incentive to get customers into the store,
09:50 15 customers then buy other products, that that is an
16 economic benefit to the store; isn't that correct?

17 MR. GRALEWSKI: Object to the form of the
18 question. Misstates testimony. Vague and
19 ambiguous. Incomplete hypothetical. Lacks
09:51 20 foundation. Calls for a legal conclusion. Calls
21 for expert testimony.

22 You can answer.

23 THE WITNESS: I don't think I know enough
24 about it to answer it after that. You know, I
09:51 25 guess from my standpoint as a layperson, if you

1 have more customers in the store, you would have
2 more potential people buying it, but it is not
3 guaranteed.

4 Q. BY MR. BRADSHAW: Okay. But you don't
09:51 5 know what Circuit City -- excuse me, RadioShack,
6 you don't know what RadioShack paid for the
7 Magnavox television --

8 A. I don't.

9 Q. -- it sold you?

09:51 10 A. I have no clue.

11 MR. GRALEWSKI: Object to the form of the
12 question. Lacks foundation.

13 If you could let him finish his question
14 and then pause to allow me to object, especially
09:51 15 with questions that he's asked you again.

16 THE WITNESS: Okay.

17 Q. BY MR. BRADSHAW: Okay. Now let's go to
18 the Sylvania television.

19 A. Okay.

09:52 20 Q. Just so you know where I'm going, we are
21 now off Magnavox, and we are on to Sylvania.

22 A. Okay.

23 Q. All right. You purchased that television,
24 I think you said, a couple months after the
09:52 25 Magnavox, so let's say the beginning of '05?

1 MR. GRALEWSKI: Object to the form of the
2 question. Misstates it -- object to the question.
3 It misstates it. Sorry.

4 Q. BY MR. BRADSHAW: Ms. Slagle, how did I
09:52 5 misstate your testimony?

6 A. Repeat what you just said.

7 Q. I think you told me, and correct me if I'm
8 wrong, that you purchased the Sylvania a couple
9 months after the Magnavox?

09:52 10 MR. GRALEWSKI: Counsel, the record will
11 reflect what she said. Object to the question.
12 Misstates testimony. But since you asked, she said
13 shortly thereafter, but you can continue.

14 THE WITNESS: Okay.

09:52 15 Q. BY MR. BRADSHAW: Okay. So when did you
16 purchase the Sylvania television?

17 A. Shortly after the Magnavox. When? It was
18 in '05, I believe, the beginning of '05.

19 Q. Okay. So the beginning of '05, which
09:53 20 would be a couple months after November; is that
21 correct?

22 A. Yes.

23 Q. Thank you for that clarification. Where
24 did you purchase the Sylvania television?

09:53 25 A. I don't remember. I think it was -- I

1 really don't remember. I think it was RadioShack,
2 but I am not sure.

3 Q. Do you have a receipt?

4 A. I don't have a receipt for that one.

09:53 5 Q. Have you looked for a receipt?

6 A. I have.

7 Q. Okay. Have you checked your credit card
8 statements?

9 A. I did, yeah.

09:53 10 Q. Do you know how you paid for the
11 television, the Sylvania television?

12 A. I don't. I don't.

13 Q. If you paid by credit card, would it have
14 appeared on your credit card statement?

09:53 15 A. It could have been, or it could have been
16 on other credit cards, I am not sure.

17 Q. So you had other credit cards other than
18 this Sears Gold MasterCard?

19 A. Uh-huh.

09:53 20 Q. And you checked those statements as well?

21 A. As best I could, yeah.

22 Q. Do you have any recollection as to how you
23 paid for the Sylvania television?

24 A. I don't. That was also a purchase that
09:54 25 was done quickly.

1 Q. And why was it done quickly?

2 A. Because my son was coming over, and he
3 wanted one for his room. So I got him one for his
4 room.

09:54 5 Q. But you needed it on an immediate basis?

6 A. Yeah.

7 Q. Do you know who manufactures the Sylvania
8 television?

9 A. I thought it was Sylvania. No, I don't
09:54 10 know.

11 Q. Sylvania is not a defendant in this case?

12 A. Yeah, yeah.

13 Q. And I am just curious, if Sylvania made
14 the television, why haven't you sued Sylvania?

09:54 15 MR. GRALEWSKI: Object to the form of the
16 question. Calls for a legal conclusion.

17 THE WITNESS: Well, it was my
18 understanding that they bought parts from people
19 that did make the CRT tubes that were put into the
09:54 20 televisions.

21 Q. BY MR. BRADSHAW: Okay. So your belief is
22 that Sylvania purchased the CRT from someone else?

23 A. Uh-huh.

24 Q. Who did Sylvania purchase the CRT from?

09:54 25 A. Who did they?

1 Q. Yeah.

2 A. I don't know.

3 Q. Do you know whether the Sylvania
4 television has a CRT tube in it?

09:55 5 A. It's the same objective appearance as the
6 Magnavox and is that technology.

7 Q. Have you --

8 A. It wasn't a flat screen, so...

9 Q. Have you done anything to confirm that the
09:55 10 Sylvania television has a CRT tube in it?

11 A. No.

12 Q. You haven't called Sylvania to make sure
13 or opened up the TV to make sure or done anything
14 else?

09:55 15 A. No.

16 Q. Do you know who manufactured the CRT that
17 you believe is in the Sylvania television?

18 A. Do I know who manufactured, no.

19 Q. And you believe you purchased it from
09:55 20 RadioShack?

21 A. I believe, yes.

22 Q. Same store --

23 A. I believe so.

24 Q. -- where you purchased the Magnavox?

09:55 25 A. Yeah.

1 Q. Same location?

2 A. I believe it is, but I am not 100 percent
3 sure on that because it was like, "Let's go get
4 one."

09:56 5 Q. How much did you pay for it?

6 A. I don't know. It would be about the same
7 price. I don't have an exact receipt anymore.

8 Q. So you don't know?

9 A. I don't know.

09:56 10 Q. And when you say you think or believe that
11 it was the same -- roughly the same price, why do
12 you believe that?

13 A. Because I wouldn't have paid a lot more
14 for that for something I bought a few months
09:56 15 earlier for equitable value, in my mind as a
16 consumer.

17 Q. Is it the same size?

18 A. It is, I believe, yes.

19 Q. So it has the same --

09:56 20 A. Like this.

21 Q. Well, do you know whether it's the same
22 size?

23 A. It's approximately the same size, yes.

24 Q. Just to your eye --

09:56 25 A. Wait a minute. One might be a little bit

1 smaller than the other. They have the square
2 front, yeah. To my eye, they were very similar.

3 Q. Which one do you think is smaller than the
4 other?

09:57 5 A. I'd have to look at them again to see. I
6 think maybe the Magnavox is bigger.

7 Q. Is it possible that you paid for the
8 Sylvania with cash?

9 A. It's possible, yeah.

09:57 10 Q. Possible you paid with check?

11 A. It's possible, but I would have had a
12 record of that, I would have thought.

13 Q. Did you look for a canceled check --

14 A. Uh-huh.

09:57 15 Q. -- in connection with this lawsuit? You
16 did?

17 A. I looked through the receipts for those --
18 for the years trying to find proof that I purchased
19 it, yes.

09:57 20 Q. Do you have a special place where you keep
21 receipts?

22 A. In different places, yeah.

23 Q. And you searched those different places --

24 A. I did.

09:57 25 Q. -- to try to find a receipt for the

1 Sylvania?

2 A. Yes.

3 Q. But you were not able --

4 A. I was not.

09:57 5 Q. -- to find it?

6 MR. GRALEWSKI: Try to remember to let him
7 finish his question.

8 THE WITNESS: Sorry.

9 MR. GRALEWSKI: It's okay.

09:58 10 Q. BY MR. BRADSHAW: Now, when you purchased
11 the Sylvania television, did you research
12 televisions prior to the purchase?

13 A. I didn't.

14 Q. Did you consider the purchase either of
09:58 15 the Magnavox television or the Sylvania television
16 to be a big purchase, a significant purchase for
17 you?

18 A. At that point in time it was, yes.

19 Q. And do you normally not investigate or
09:58 20 research the products that you're purchasing when
21 you're purchasing something that's a significant
22 purchase?

23 A. Do I normally not research it? I'd say
24 50/50. Sometimes I do and sometimes I don't.

09:58 25 Q. When you purchased the Sylvania

1 television, did you visit any of the other stores
2 that compete with RadioShack for the sale of
3 televisions to look for it?

4 A. I don't recall going, like, from store to
09:59 5 store and comparison shopping, no.

6 Q. So the answer's no, you didn't do that?

7 A. Yeah, yeah.

8 Q. Did you comparison shop on the Internet?

9 A. No.

09:59 10 Q. Do you do that today?

11 A. Sometimes, like for car purchases or
12 something like that.

13 Q. You would go on the Internet and collect
14 information and compare prices?

09:59 15 A. Today. Back then, no, not as much as
16 today.

17 Q. And I think you mentioned that you
18 purchased the Sylvania television for your son; is
19 that correct?

09:59 20 A. That's correct.

21 Q. Okay. So your son didn't have a
22 television, and he needed one?

23 A. He wanted one.

24 Q. I have kids, too. I understand the
09:59 25 difference between "want" and "need."

1 When you went to RadioShack, was the
2 Sylvania television on sale?

3 A. I don't remember.

4 Q. Do you know whether it had a
10:00 5 manufacturer's suggested retail price associated
6 with it?

7 A. I don't remember that either.

8 Q. Do you know whether --

9 A. I imagine.

10:00 10 Q. You imagine that there was a
11 manufacturer's suggested retail price associated
12 with the television?

13 A. I really don't remember that.

14 Q. Do you know whether the price you paid was
10:00 15 lower than the manufacturer's suggested retail
16 price?

17 A. I don't. I wouldn't have any idea.

18 Q. And what about with the Magnavox, do you
19 know whether it had a manufacturer's suggested
10:00 20 retail price associated with it?

21 A. They had a price on it in the store. Is
22 that what you're referring to as the
23 "manufacturer's suggested retail"?

24 Q. A lot of times there will be a
10:00 25 manufacturer's suggested retail price --

1 A. And then lower.

2 Q. -- and then there will actually be a price
3 that's lower than the manufacturer's suggested
4 retail.

10:01 5 A. I don't remember that.

6 MR. GRALEWSKI: Object to the form of the
7 question. Lacks foundation.

8 Q. BY MR. BRADSHAW: Do you understand my
9 question?

10:01 10 A. Yes. I don't remember if they had that or
11 not.

12 Q. Back to the Magnavox, and I'll ask the
13 same question for the Sylvania, did you negotiate
14 the price with the salesperson?

10:01 15 A. No.

16 Q. Did you attempt to?

17 A. No.

18 Q. Okay. You just went in, saw the price,
19 sticker price, boom?

10:01 20 A. Yes.

21 Q. Bought it?

22 A. Yes.

23 Q. Same thing with the Sylvania?

24 A. Yes.

10:01 25 Q. Did you negotiate price at all?

1 A. No.

2 Q. Okay. Did the salesperson offer you in
3 either case an extended warranty for the product?

4 A. I don't recall.

10:01 5 Q. For the Sylvania, did you purchase an
6 extended warranty?

7 A. No.

8 Q. Did you purchase the product with any
9 other products, and I am talking about the
10:01 10 Sylvania, you know, VCR, DVD player? I don't know,
11 maybe your son wanted a DVD player to go with his
12 television. Did you purchase any other products
13 together with the TV?

14 A. Not that I recall.

10:02 15 Q. Did you purchase any accessories to go
16 with it, cables --

17 A. I don't recall that.

18 Q. -- antenna, anything like that?

19 A. No, not an antenna or cable.

10:02 20 Q. So as far as you know, it was just the
21 television?

22 A. Yes.

23 Q. And why didn't you buy a Magnavox when you
24 went back to purchase the Sylvania?

10:02 25 A. I don't remember. I guess it was just the

1 price, and he liked it, and it fit his room.

2 Q. Do you remember what other television
3 products were being sold by RadioShack at the time?

4 A. No, I just walked up there, and there was
10:02 5 a wall of televisions.

6 Q. Different sizes --

7 A. Yeah.

8 Q. -- different brands, different types of
9 television?

10:02 10 A. Yes.

11 Q. Big wall with all kinds of different
12 products?

13 A. No, it wasn't a big store, but there were
14 other options. There were other televisions there.

10:03 15 Q. And why did you settle on the Sylvania?

16 A. I don't --

17 MR. GRALEWSKI: Object to the form of the
18 question.

19 You can answer.

10:03 20 THE WITNESS: I don't know why other than
21 it fit the room, the size and the price. My son
22 was okay with that.

23 Q. BY MR. BRADSHAW: When you say "the
24 price," can you describe what you mean when you say
10:03 25 "the price"?

1 A. Well, it was equitable for what I bought
2 the Magnavox for, from my recollection.

3 Q. So you thought it was a good price?

4 MR. GRALEWSKI: Object to the form.

10:03 5 Misstates testimony.

6 THE WITNESS: I accepted the price.

7 Q. BY MR. BRADSHAW: After you purchased
8 it -- do you still have the television today?

9 A. I do.

10:04 10 Q. Have you had any issues with it?

11 A. No.

12 Q. Are you happy with its operation?

13 A. Yes.

14 Q. In either the case of the Magnavox or the
10:04 15 Sylvania television, after you purchased it, did
16 you investigate with any of the other retailers
17 that sell TVs what the prices of comparable
18 televisions were?

19 A. I didn't because I had those and that was
10:04 20 off the list.

21 Q. And you just thought -- didn't do anything
22 more about it. Didn't check to see just to make
23 sure that you got a good price by checking another
24 alternative, you didn't do that?

10:04 25 A. Not at that point, no.

1 Q. Have you done it at any point?

2 A. For those, no.

3 Q. So at no point after you purchased those
4 products did you go back to another store, look at
10:04 5 a different brand or even the same brand to confirm
6 in your mind that you paid a good price?

7 A. No.

8 Q. Has your son been happy with the TV?

9 A. Well, yeah.

10:05 10 Q. Does your son know --

11 A. He's in college now, so...

12 Q. Is the television still at your place of
13 residence?

14 A. Uh-huh.

10:05 15 Q. Are both televisions still at your place
16 of residence?

17 A. Uh-huh.

18 Q. With respect to the Sylvania television,
19 do you know how much RadioShack paid for the
10:05 20 television?

21 A. No, huh-uh.

22 Q. Do you know whether RadioShack offered it
23 to you below RadioShack's cost?

24 A. I don't know.

10:05 25 Q. If it was higher than RadioShack's cost,

1 do you know how much higher?

2 A. Repeat that again.

3 Q. If the price that RadioShack sold you the
4 television was higher than what it paid for the
10:06 5 television, do you know by how much?

6 A. No, huh-uh.

7 Q. When you purchased the Sylvania, did you
8 consider -- did you have something to add?

9 A. No, I was just trying to say Sylvania, we
10:06 10 are on Sylvania now?

11 Q. I am trying to be clear if I'm going back
12 and forth or if I'm even talking about both.

13 A. Okay.

14 Q. Right now I am talking about Sylvania.

10:06 15 A. Okay.

16 Q. When you purchased the Sylvania
17 television, did you consider an LCD television?

18 A. Did I, no.

19 Q. Did you consider a plasma television?

10:06 20 A. No.

21 Q. Was the Sylvania television, as far as you
22 knew, a new television?

23 A. When I bought it?

24 Q. Yeah.

10:07 25 A. Yeah.

1 Q. So it wasn't refurbished?

2 A. No.

3 Q. Same thing for the Magnavox?

4 A. Correct.

10:07 5 Q. And I think I asked you this with the
6 Magnavox, but was the Sylvania a display model or a
7 floor model?

8 A. I don't know.

9 Q. You know what I'm talking about, display
10:07 10 model, the one that's on display, and sometimes
11 they don't have any more in stock, but they say,
12 "I'll sell you the one that's right here"?

13 A. I don't know.

14 Q. Because a lot of time if that happens, if
10:07 15 because it is on display, they will sell it to you
16 at a lower price?

17 A. Right.

18 Q. But as far as you know --

19 A. I don't believe it was.

10:07 20 Q. As far as you know, it was brand-spanking
21 new?

22 A. Yeah.

23 Q. Right out of the box?

24 A. Yes.

10:07 25 Q. And the same thing for the Magnavox?

1 A. Yes.

2 Q. With respect to -- well, we need to change
3 tapes, so why don't we go off the record.

4 THE WITNESS: Okay.

10:07 5 THE VIDEOGRAPHER: The time is now 10:09,
6 and we are going off the record.

7 (Whereupon a recess was taken.)

8 THE VIDEOGRAPHER: The time is now 10:22,
9 and we are on the record.

10:21 10 Q. BY MR. BRADSHAW: Welcome back,
11 Ms. Slagle. We are back on the record, and I would
12 just remind you that you are still under oath.

13 Do you understand that?

14 A. I do.

10:21 15 Q. Okay. I had some follow-up questions on
16 the Sylvania television. I may have asked these
17 questions. If I did, I am not intentionally trying
18 to repeat. But as far as you know, the product was
19 not on sale; is that correct?

10:21 20 A. Correct.

21 Q. Okay. And did you pay for a delivery for
22 the product or did you just take it out of the
23 store with you?

24 A. I believe I took it out of the store with
10:22 25 me.

1 Q. You didn't pay anybody at RadioShack to
2 come set it up for you?

3 A. No.

4 Q. And same thing for the Magnavox, you
10:22 5 didn't pay anybody to come set it up for you?

6 A. No.

7 Q. Did you pay tax on it, on the Sylvania?

8 A. I am sure I did. There's sales tax in
9 Vermont.

10:22 10 Q. But you don't know how much you paid for
11 it?

12 A. I don't.

13 Q. Is it fair to say that you've produced in
14 this case all of the documentation, whether it's a
10:22 15 receipt or an invoice or a credit card statement or
16 a canceled check, whatever the documentation is,
17 that you produced all the documentation you've been
18 able to locate associated with either of the two
19 purchases?

10:22 20 A. Yes.

21 Q. Okay. On the Sylvania, again, you didn't
22 purchase an extended warranty?

23 A. No.

24 Q. Did you get the warranty that came, the
10:23 25 standard manufacturer's warranty, to the best of

1 your knowledge?

2 A. I would assume that that would come with
3 the purchase.

4 Q. Okay. But you don't have any specific
10:23 5 knowledge one way or the other whether there was a
6 warranty, a manufacturer's standard warranty
7 associated with the television?

8 A. That didn't affect me to buy it or not,
9 yeah.

10:23 10 Q. Do you know whether RadioShack, when it
11 purchases its televisions, purchases them in bulk
12 quantities?

13 A. I don't know that.

14 Q. Do you know whether RadioShack is able to
10:23 15 negotiate a better price for the televisions that
16 it purchases because it purchases them in
17 significant quantities?

18 MR. GRALEWSKI: Object to the form. Calls
19 for speculation. Lacks foundation.

10:24 20 THE WITNESS: I don't know.

21 Q. BY MR. BRADSHAW: Is RadioShack located --
22 does RadioShack have stores across the country, as
23 far as you know?

24 A. Yes.

10:24 25 Q. So it's located really in all locations

1 across the country?

2 A. Yes. They have more than one store, yeah.

3 Q. Okay. All right. But you don't know

4 whether or not RadioShack is able to negotiate

10:24 5 better prices for the televisions that it purchases

6 because it's purchasing them in large quantities?

7 MR. GRALEWSKI: Object to the form of the

8 question. Asked and answered. Calls for

9 speculation. Lacks foundation.

10:24 10 THE WITNESS: I don't know that.

11 Q. BY MR. BRADSHAW: With the Sylvania, you

12 didn't negotiate the price with the salesperson,

13 correct?

14 A. Huh-uh.

10:24 15 Q. Did you have any conversation with the
16 salesperson when you purchased the Sylvania set?

17 A. I am sure I spoke to them.

18 Q. Did you ask him or her some questions?

19 A. I can't remember that.

10:24 20 Q. Was your son with you when you purchased
21 the television?

22 A. I don't remember that. The first one
23 definitely not. The first one --

24 Q. The second one, the Sylvania?

10:25 25 A. I don't recall if he was or not. I know

1 he liked it, but I am not sure if he was there or
2 if it was when he came to my apartment.

3 Q. Do you personally know how much CRT tubes,
4 just the tube --

10:25 5 A. Excuse me, contact.

6 Q. No problem. Are you okay?

7 A. Yes.

8 Q. Do you know how much the actual cost of
9 the tube is in a television?

10:25 10 A. No.

11 Q. Do you know what percentage of the overall
12 price of a television, or cost of a television, the
13 cost of the tube is?

14 A. No.

10:25 15 Q. Do you know whether -- do you know whether
16 the price of CRT televisions has been going up or
17 has been going down?

18 A. No.

19 Q. Do you think if you were to purchase the
10:26 20 Magnavox television today, would it be lower in
21 price or higher in price than what you purchased in
22 2004?

23 MR. GRALEWSKI: Object to the form. Calls
24 for speculation.

10:26 25 THE WITNESS: I don't know.

1 Q. BY MR. BRADSHAW: You don't know?

2 A. Don't know if it would be higher or lower?

3 Q. Yes.

4 A. No, I don't.

10:26 5 Q. You have no idea what the prices of CRT
6 televisions have been doing over the years?

7 A. Well, I could guess, but I don't know. I
8 mean...

9 Q. What's your guess?

10:26 10 MR. GRALEWSKI: Object to the form of the
11 question. Calls for speculation.

12 THE WITNESS: Yeah, I want to answer it
13 honestly, and I really don't know.

14 Q. BY MR. BRADSHAW: And I am not trying to
10:26 15 be difficult.

16 A. Okay.

17 Q. You don't know whether the prices of CRT
18 televisions over time have been going up, have been
19 going down or have stayed the same, you just don't
10:27 20 know?

21 A. I don't.

22 Q. Never looked into it?

23 A. I didn't.

24 Q. What about prices of LCD televisions?

10:27 25 A. Those were always more expensive to me

1 when I looked at them.

2 Q. Do you know whether the price of an LCD
3 television, let's say a 30-inch television, 30-inch
4 LCD television, do you think the price is higher
10:27 5 today than it was in 2004 or 2005?

6 A. I would have to guess on that. I would
7 say it may be lower today. I don't know. I really
8 don't know. I don't know.

9 Q. Have you purchased -- I'm sorry. Didn't
10:27 10 mean to cut you off.

11 A. That's it, I just don't know.

12 Q. Have you ever purchased an LCD television?

13 A. Yes.

14 Q. When did you purchase an LCD television?

10:28 15 A. That was -- I'm thinking it was almost a
16 year after I purchased the other televisions, yes,
17 I did.

18 Q. So roughly November of 2005 or January --

19 A. Something like that.

10:28 20 Q. -- January of 2006, February of 2006?

21 A. It was later. Because I was into my
22 apartment. I had the other two TVs.

23 Q. And do you know how much you paid for that
24 television?

10:28 25 A. I don't know exactly, but it was over a

1 thousand dollars.

2 Q. And who did you purchase that from?

3 A. That from? Best Buy, I think, yeah.

4 Q. Okay. And how big is that television?

10:28 5 A. Forty-two.

6 Q. Forty-two inches?

7 A. Yeah.

8 Q. Okay. And to the best of your knowledge,
9 it was over a thousand dollars?

10:28 10 A. Yes.

11 Q. Okay. And you don't know one way or the
12 other if that same television, if you bought it
13 today, whether it would be higher or lower --

14 A. I haven't even looked at prices, yeah.

10:29 15 Q. With the Sylvania, was there a
16 manufacturer's rebate for the product --

17 A. Not that I am aware of.

18 Q. -- as far as you know? So you don't
19 recall --

10:29 20 A. Definitely didn't.

21 Q. Let me just finish the question.

22 A. I'm sorry.

23 Q. I know you know where I'm going. I know
24 you know what my questions are going to be, but
10:29 25 just for the record so it is clear.

1 You don't remember sending your receipt in
2 with a little form that you filled out to the
3 manufacturer for a \$50 or \$100 rebate or something
4 like that, you don't recall doing that?

10:30 5 A. No.

6 Q. Before you filed this lawsuit, Ms. Slagle,
7 did you research the companies that manufacture
8 CRTs?

9 A. Did I research the companies, no.

10:30 10 Q. Did you do anything to try to identify
11 specific companies that manufacture or sell CRT
12 tubes?

13 A. No.

14 Q. Didn't make any investigation along those
10:30 15 lines?

16 A. No.

17 Q. Did you make any effort to investigate or
18 research companies that sell televisions for
19 computer monitors?

10:30 20 A. No.

21 Q. Before you filed this lawsuit against my
22 clients and others, did you research the CRT
23 industry in any way?

24 A. No.

10:31 25 Q. Did you research the consumer electronics

1 industry in any way?

2 A. No.

3 Q. Did you research the retail industry in
4 any way for the sale of consumer electronics?

10:31 5 A. No.

6 Q. Have you had any interactions in any way
7 with any representative from either of my clients,
8 Samsung Electronics Company or Samsung Electronics
9 America, Incorporated?

10:31 10 A. No.

11 Q. What about any representatives from any of
12 the other defendants in this case?

13 A. No.

14 Q. Okay. So you've never interacted, had a
10:32 15 conversation, discussed or spoke with any
16 representatives from any of the companies that are
17 named as defendants in this case?

18 A. No.

19 Q. Did you make the decision who to sue?

10:32 20 A. I relied upon my attorney.

21 Q. But did you personally make that decision
22 or did you rely on your attorney's advice?

23 MR. GRALEWSKI: Just to be clear --

24 THE WITNESS: Sorry.

10:32 25 MR. GRALEWSKI: Sorry. You're talking

1 about who?

2 MR. BRADSHAW: Yeah, which entities to
3 sue.

4 Q. Did you --

10:32 5 A. I relied on my attorneys.

6 Q. So you didn't make the decision personally
7 about who to sue in this case?

8 A. That's correct.

9 Q. And I'm correct that this is the first
10:32 10 time that you've been a plaintiff in a lawsuit
11 other than your divorce proceeding, correct?

12 MR. GRALEWSKI: Object to the form of the
13 question. Asked and answered.

14 THE WITNESS: Yes.

10:32 15 Q. BY MR. BRADSHAW: Was that a difficult
16 decision for you to make?

17 A. What do you mean by that?

18 Q. It's a serious decision --

19 A. Yeah.

10:33 20 Q. -- to decide to sue, to bring a lawsuit
21 and allege very serious allegations --

22 A. Right.

23 Q. -- against my clients.

24 A. Right.

10:33 25 Q. You made that decision to join the

1 lawsuit. And my question is: Was that a serious
2 big decision for you?

3 A. Yes.

4 Q. But you didn't research any of the
10:33 5 industries involved before you decided to sue my
6 client and others --

7 MR. GRALEWSKI: Object to the form.

8 Sorry.

9 Q. BY MR. BRADSHAW: -- isn't that correct?

10:33 10 MR. GRALEWSKI: Object to the form of the
11 question. Asked and answered and argumentative.

12 THE WITNESS: Okay. I relied on my
13 attorneys to do that.

14 Q. BY MR. BRADSHAW: But you personally, if I
10:33 15 understand your prior testimony, you did nothing to
16 research the CRT industry. You did nothing to
17 investigate the consumer electronics industry, the
18 retail industry, the television industry before you
19 decided to sue my clients and others in this
10:34 20 lawsuit; isn't that correct?

21 MR. GRALEWSKI: Counsel, that's the last
22 time I am going to let you ask that question. I am
23 going to object to the form. It's been asked and
24 answered, and it's argumentative.

10:34 25 You can answer.

1 THE WITNESS: I didn't.

2 Q. BY MR. BRADSHAW: So I haven't
3 mischaracterized your testimony in any way, shape
4 or form?

10:34 5 A. Well, I relied on my attorneys for doing
6 that.

7 Q. For doing what? What did you rely on your
8 attorneys for?

9 A. For investigating that. I didn't
10:34 10 personally do research on that CRT tubes.

11 Q. Have you ever spoken with an economic
12 expert or an industry expert in this case?

13 A. No.

14 Q. And I'm correct that the only person that
10:35 15 you've -- the only persons that you've discussed,
16 that you've had any conversation with in connection
17 with this case are your counsel?

18 A. Correct.

19 Q. Mr. Gralewski and Ms. Kirkpatrick,
10:35 20 correct?

21 A. Correct.

22 (Reporter marked [Exhibit No. 50](#) for
23 identification.)

24 Q. BY MR. BRADSHAW: Ms. Slagle, I have just
10:36 25 handed you a document marked as Exhibit 50. Go

1 ahead and take your time, take a moment to look at
2 that.

3 MR. GRALEWSKI: Counsel, while she's
4 looking at the document, I just want to mention,
10:36 5 because it may not be apparent, that there are
6 Bates numbers on this document.

7 MR. BRADSHAW: Oh, there are.

8 THE WITNESS: There are what? Okay.

9 MR. BRADSHAW: Oh, that little red thing
10:37 10 down at a bottom.

11 MR. GRALEWSKI: Yes. And at a break, I
12 can clarify what those numbers are, if you don't
13 know, for the record. But I think that either the
14 way the documents were produced to you when they
10:37 15 were printed, when they print out, they are
16 microscopic. But anyway, they were produced to
17 you.

18 MR. BRADSHAW: I didn't bring my bifocals.

19 MR. GRALEWSKI: That still wouldn't help.
10:37 20 But anyway, that's all.

21 (Discussion off the record.)

22 Q. BY MR. BRADSHAW: Ms. Slagle, do you
23 recognize the document, documents that have been
24 marked as Exhibit 50?

10:38 25 A. They are pictures of my television.

1 Q. And what television is that?

2 A. It's the Sylvania.

3 Q. And is it fair to say that the first page
4 of this document is the front of the television?

10:38 5 A. Yes.

6 Q. A picture of the front of the television?

7 A. Yes.

8 Q. And is it fair to say that the second page
9 of Exhibit 50 is a picture of the model number,
10:38 10 maybe it is on the back of the television or on the
11 side of the television somewhere?

12 A. Right.

13 Q. Is that fair to say?

14 A. Yes.

10:38 15 Q. Okay. And this is the Sylvania television
16 that we've been discussing throughout the course of
17 this deposition?

18 A. Okay.

19 Q. Is that --

10:38 20 A. Yes.

21 Q. -- accurate? Okay. I assume it is, that
22 it is not some other Sylvania television?

23 A. Correct.

24 Q. This is the television that you purchased

10:38 25 --

1 A. Yes.

2 Q. -- on or about January or February '05,
3 correct?

4 A. Or December '04.

10:39 5 Q. Or December -- okay. All right.

6 A. I can't remember exactly.

7 Q. But this is the television that you
8 purchased for your son, and it is the television
9 that you are not sure what you paid for it,
10:39 10 correct?

11 A. Yeah, I bought them both close together.
12 So...

13 Q. But Ms. Slagle, all I am --

14 A. This is -- okay. Go ahead.

10:39 15 Q. All I am trying to establish is that this
16 is not a picture of some other Sylvania television
17 set that we haven't been discussing today?

18 A. Oh, correct, yeah. I only had two.

19 Q. So this is a picture of the television set
10:39 20 we have been discussing today --

21 A. Yeah.

22 Q. -- correct?

23 A. Correct.

24 Q. Did you take these pictures?

10:39 25 A. I borrowed a camera and my boyfriend took

1 it.

2 Q. And did you take these pictures for the
3 purpose of this litigation?

4 A. Yes.

10:40 5 Q. Now, does anything you see in Exhibit 50
6 refresh your recollection about when you purchased
7 the product?

8 A. Yeah, I'm looking at September '04.

9 Q. Just to clarify, you're referencing Page 2
10:40 10 where it says, "Manufactured September 2004"?

11 A. Yeah.

12 Q. So the answer to the question is what?

13 A. Repeat the question.

14 Q. Does this refresh your recollection as to
10:40 15 when you purchased this product?

16 A. Yeah, it was around that time, yeah.

17 Q. Around September '04?

18 A. Yeah.

19 Q. So did you buy this before the Magnavox?

10:40 20 A. Maybe. I'd have to look at the stuff.

21 They were all together. One was like at the end of
22 the month because I moved into that apartment and
23 bought one for myself, and the second one I bought
24 for my son shortly thereafter.

10:40 25 Q. Okay. All right. But we know how much

1 you paid for the Magnavox because we have the
2 credit card statement, correct?

3 A. Right.

4 Q. We don't know how much you paid for the

10:41 5 Sylvania because you didn't have the receipt?

6 A. Yeah, one of them I didn't have the

7 receipt for, and one of them I had the credit card

8 statement for.

9 Q. Right. And when we looked at the credit
10:41 10 card statement, it is Exhibit 49, I believe, and
11 just so the record's clear, because it doesn't --
12 is that credit card --

13 A. Says 11/26, yeah.

14 Q. Is that credit card statement, does it
10:41 15 reflect the purchase of the Magnavox television?

16 A. I guess.

17 Q. I think that's what you testified to
18 earlier?

19 A. Yeah, yes.

10:41 20 Q. And going back to Exhibit 50 and looking
21 at Exhibit 50, does this exhibit refresh -- either
22 refresh your recollection or give you any idea who
23 manufactured the CRT tube in the television?

24 A. No.

10:42 25 Q. So you don't know if it was actually one

1 of the defendants that manufactured the CRT in your
2 television?

3 A. I just know it was manufactured by
4 Sylvania, that that was the...

10:42 5 Q. The television was manufactured by
6 Sylvania, right?

7 A. Yeah.

8 Q. But the CRT, you don't know who
9 manufactured --

10:42 10 A. I don't.

11 (Reporter marked [Exhibit No. 51](#) for
12 identification.)

13 (Discussion off the record.)

14 THE VIDEOGRAPHER: The time is now 10:45,
10:43 15 and we are going off the record.

16 (Whereupon a recess was taken.)

17 THE VIDEOGRAPHER: The time is now 10:46,
18 and we are on the record.

19 Q. BY MR. BRADSHAW: Ms. Slagle, we are back
10:45 20 on the record, and I would just remind you that you
21 are still under oath.

22 Do you understand that?

23 A. I do.

24 Q. And the court reporter has handed you a
10:45 25 document that's marked as Exhibit 51.

1 A. Yes.

2 Q. Which does have Bates numbers on them,
3 which we will at some point clarify, although they
4 are microscopic, so we can't read them into the
10:45 5 record.

6 Have you had a chance to look at Exhibit
7 51?

8 A. Yes.

9 Q. What is Exhibit 51?

10:46 10 A. It is a picture of my Magnavox television.

11 Q. And just to clarify, the first page is a
12 picture of the front of the television; is that
13 correct?

14 A. That's correct.

10:46 15 Q. And then Page 2 of Exhibit 51, what is
16 that?

17 A. It looks like the back of the TV with the
18 manufacturers and the barcodes.

19 Q. Okay. And that's for the Magnavox
10:46 20 television?

21 A. Correct.

22 Q. Did you take these pictures?

23 A. With the camera, yeah, my boyfriend's
24 camera.

10:46 25 Q. And did you take them for the purposes

1 of -- for purposes of this litigation?

2 A. Yes.

3 Q. In looking at Exhibit 51, does anything in
4 Exhibit 51 give you any indication of who actually
10:46 5 manufactured the CRT tube in the television?

6 A. No.

7 Q. And you don't know which entity
8 manufactured the tube in your television, correct?

9 A. No.

10:47 10 Q. Going back to the Sylvania television --
11 when you purchased the product, is it your --
12 strike that.

13 Do you believe you've been damaged as a
14 result of your purchase of the Sylvania television?

10:47 15 A. Economically.

16 Q. In what way economically?

17 A. Well, if the allegations are correct,
18 there was price-fixing, and that makes the cost go
19 up for the end consumer.

10:47 20 Q. What if the allegations are incorrect,
21 have you been damaged?

22 MR. GRALEWSKI: Object to the form of the
23 question. Vague and ambiguous. Calls for a legal
24 conclusion.

10:48 25 THE WITNESS: If the allegations are

1 incorrect, would I be damaged? If the free market
2 economy was allowed to work, then I suppose the
3 answer would be no.

4 Q. BY MR. BRADSHAW: And if RadioShack sold
10:48 5 you the product, the Sylvania television, at a cost
6 that was lower than what it paid for the
7 television, would you have been damaged
8 economically?

9 MR. GRALEWSKI: Sorry. Object to the form
10:48 10 of the question. Lacks foundation. Calls for a
11 legal and expert testimony.

12 THE WITNESS: Yeah, if -- repeat that
13 again.

14 Q. BY MR. BRADSHAW: If RadioShack had sold
10:49 15 you the television at a cost less -- at a price
16 less than what it paid for the television, have you
17 been damaged economically?

18 MR. GRALEWSKI: Object to the form of the
19 question. Lacks foundation. Calls for legal and
10:49 20 expert testimony. It's also an incomplete
21 hypothetical.

22 THE WITNESS: Okay. And I should still
23 answer it? I guess.

24 Q. BY MR. BRADSHAW: Yes. You're required to
10:49 25 answer it.

1 A. Okay. I don't know if I would be because
2 I don't know all the components that go into that,
3 but I guess as a straight answer there, from
4 RadioShack's perspective, no.

10:49 5 Q. If the manufacturers of CRTs, let's say
6 hypothetically that they agreed to raise prices of
7 the tubes, but they never actually implemented any
8 of those price increases, okay, if that were the
9 case, were you damaged economically when you
10:50 10 purchased your television?

11 MR. GRALEWSKI: Object to the form of the
12 question. Incomplete hypothetical. Lacks
13 foundation. Vague and ambiguous and calls for
14 legal and expert testimony.

10:50 15 THE WITNESS: Gosh, I'd have to say I'd
16 have to hear the experts talk about it. So what
17 you're asking me is that you -- if they did talk
18 about it, but not implement it?

19 Q. BY MR. BRADSHAW: Correct.

10:50 20 A. Would I be damaged? I don't know.

21 Q. That's your answer, you don't know?

22 A. Yeah, I really don't know. It seems there
23 are a lot of factors I don't know about, but I
24 can't really give you -- it seems like not the
10:51 25 right thing to do.

1 Q. But you don't know whether or not you
2 would have been damaged economically in that
3 scenario?

4 MR. GRALEWSKI: Object to the form of the
10:51 5 question. Asked and answered. Incomplete
6 hypothetical. Lacks foundation. Vague and
7 ambiguous. Calls for legal and expert testimony.

8 THE WITNESS: I don't know.

9 Q. BY MR. BRADSHAW: And what about if the
10:51 10 CRT in your television was manufactured by a
11 company that is not alleged to have participated in
12 the price-fixing conspiracy, if that were the case,
13 have you been damaged economically by the purchase
14 of your television?

10:52 15 MR. GRALEWSKI: Object to the form. Vague
16 and ambiguous. Incomplete hypothetical. Lacks
17 foundation. Calls for legal and expert testimony.

18 THE WITNESS: I would assume no.

19 Q. BY MR. BRADSHAW: And what if the scenario
10:52 20 hypothetically speaking is one in which the
21 entities that purchased the CRT tubes, for whatever
22 reason, were not able to pass along any increase in
23 the price of those tubes, incorporate that price
24 into the price of the television in that scenario,
10:53 25 would you have been damaged economically by the

1 purchase of your television?

2 MR. GRALEWSKI: Object to the form of the
3 question. Vague and ambiguous. Lacks foundation.
4 Incomplete hypothetical, and calls for legal and
10:53 5 expert testimony.

6 THE WITNESS: Okay. So I don't know.
7 There's a lot of things involved in it, it seems
8 like it to me.

9 MR. BRADSHAW: Okay. Why don't we go off
10:54 10 the record a moment.

11 THE VIDEOGRAPHER: The time is now 10:55,
12 and we are going off the record.

13 (Whereupon a recess was taken.)

14 (Previously marked [Exhibit No. 11](#) for
10:55 15 identification.)

16 THE VIDEOGRAPHER: The time is now 10:56,
17 and we are on the record.

18 Q. BY MR. BRADSHAW: We are back on the
19 record now, Ms. Slagle, and I am just reminding you
10:55 20 that you are under oath.

21 The court reporter has handed you a
22 document marked as Exhibit 11, which is titled
23 "Indirect Purchaser Plaintiffs' Third Consolidated
24 Amended Complaint." This is an exhibit which has
10:55 25 been introduced in prior depositions, and I believe

1 by agreement, rather than keep introducing the same
2 document as a new exhibit, we are using the exhibit
3 number from a prior deposition.

4 And Ms. Slagle, I would just note that the
10:55 5 copy that the court reporter has has a few little
6 notes on the front. You can just ignore that and
7 pretend it's not there. I think plaintiffs'
8 counsel is okay with that.

9 MR. GRALEWSKI: Yeah, absolutely. And
10:55 10 just to clarify, those notes are unrelated to the
11 litigation.

12 THE WITNESS: Okay.

13 Q. BY MR. BRADSHAW: So Ms. Slagle, take a
14 moment to look at Exhibit 11. Take as much time or
10:56 15 as little time as you need, but I will have some
16 questions about it. And where I have a specific
17 question, I'll direct your attention to a specific
18 part of the document. So I don't expect you to
19 have an encyclopedic memory of all 103 pages.

10:56 20 A. Okay.

21 Q. Do you recognize Exhibit 11, which is
22 "Indirect Purchaser Plaintiffs' Third Consolidated
23 Amended Complaint"?

24 A. That's what it says it is, "Indirect
10:56 25 Purchaser Plaintiffs' Third Consolidated Amended

1 Complaint."

2 Q. Right. My question is: Do you recognize
3 it? Do you recognize this document? Have you seen
4 it before?

10:57 5 A. I saw several documents come through since
6 the beginning of this. So...

7 Q. So the answer to the question is?

8 A. I guess I recognize it as being one of the
9 documents that came through in the case.

10:57 10 Q. Okay. You do recognize it?

11 A. Yes, I do.

12 Q. Did you provide any information that is
13 included within Exhibit 11?

14 A. I don't know.

10:57 15 Q. Do you recall when you saw Exhibit 11?

16 A. I don't recall when.

17 Q. Was it --

18 A. I see it is dated, isn't it? File 2 of --
19 yeah, okay. This is the third complaint amended.

10:58 20 Q. The document, Exhibit 11, does have a date
21 on it. I think it is dated December 10th, 2010?

22 A. Right.

23 Q. Here's my question for you: Do you have a
24 recollection of seeing this document before
10:58 25 December 10th, 2010?

1 A. Not a specific one. I saw documents that
2 came through, but I don't remember any specifics in
3 this, yeah.

4 Q. Okay. Do you recall seeing this document
10:58 5 recently?

6 A. Yeah, I read -- I read one all the way
7 through. I am not sure if it was this one really
8 completely.

9 Q. I think my question -- I think my question
10:58 10 to you was do you recall seeing this document
11 recently, within the last few weeks?

12 A. No.

13 Q. Okay. Again, did you provide any
14 information that is included within this document?

10:59 15 A. Gosh, I'd have to ask you.

16 MR. GRALEWSKI: Yeah, I think she wants to
17 answer your question, and it is 103-page document.
18 And I think you told her you don't want her to look
19 through the whole thing, but you are going to refer
10:59 20 to things. So it is a hard question.

21 So I will object to the form. Calls for a
22 legal conclusion. Vague and ambiguous.

23 THE WITNESS: I guess there's an answer in
24 here somewhere.

10:59 25 Q. BY MR. BRADSHAW: So the answer to my

1 question is did you provide any information that's
2 included within this document, to the best of your
3 recollection and knowledge?

4 MR. GRALEWSKI: Same objections.

10:59 5 THE WITNESS: Yeah, it's so big, I'd have
6 to find the part. I guess it's possible I did, I
7 just don't know where I would have had it.

8 Q. BY MR. BRADSHAW: Did you review this
9 document before it was filed?

11:00 10 A. Did I? Not in detail. I read it. It was
11 signed by Mary.

12 Q. If you go, Ms. Slagle, to Paragraph 48 of
13 the document. It's on Page 9, I believe.

14 A. Okay. Page 9. Here's Page 9.

11:00 15 Q. Paragraph 48, just going to direct your
16 attention to Paragraph 48. I think you're looking
17 at Page 6.

18 A. Sorry. I was looking up top.

19 Q. Understandable.

11:01 20 A. Oh, that makes more sense.

21 MR. GRALEWSKI: These are the paragraphs
22 here.

23 THE WITNESS: Oh, yeah, here I am, yeah.

24 Q. BY MR. BRADSHAW: Have you had a chance to
11:01 25 look at Paragraph 48?

1 A. Yeah.

2 Q. And in Paragraph 48 where it says that you
3 are a Vermont resident, that's a true statement,
4 correct?

11:01 5 A. That's correct.

6 Q. Okay. And you've lived in Vermont since
7 1988, I think you said?

8 A. That's correct.

9 Q. By the way, do you own any homes or
11:01 10 properties anywhere else?

11 A. I own property in Missouri with a
12 family -- it is part of a family farm.

13 Q. Do you pay taxes in Missouri?

14 A. Yes, on the farm, yeah.

11:01 15 Q. And how long have you owned that property?

16 A. Since my mom and dad passed away. So '01.

17 Q. Now, the second sentence, just directing
18 your attention back to Paragraph 48, it says:

19 "During the relevant period,
11:02 20 Ms. Slagle indirectly purchased CRT
21 products from one or more defendants
22 or their coconspirators and has been
23 injured by reason of the antitrust
24 violations alleged in this complaint."
11:02 25 Do you see that?

1 A. I do.

2 Q. Now, the CRT products that you have
3 purchased are the two televisions that we have been
4 discussing today, the Magnavox television that's
11:02 5 reflected in Exhibit 51 and the Sylvania television
6 that's reflected in Exhibit 50, correct?

7 A. That's correct.

8 Q. And you've never purchased an actual CRT
9 tube?

11:02 10 A. Except what was in the television.

11 Q. I understand that, but as a stand-alone
12 product?

13 A. No.

14 Q. Okay. So, for instance, you never --
11:02 15 let's say that the tube burned out and you had to
16 buy a replacement tube?

17 A. Right.

18 Q. As a stand-alone product, you've never
19 done that?

11:03 20 A. No.

21 Q. Okay. Now, if you go back to Paragraph 1,
22 which is on Page 1, and I am looking at the page
23 numbers at the bottom of the page.

24 A. Yes.

11:03 25 Q. Do you see that paragraph?

1 A. Uh-huh, I do.

2 Q. The second sentence of that paragraph
3 reads:

4 "Plaintiffs allege that during the
11:03 5 class period, the defendants conspired
6 to fix, raise, maintain and/or
7 stabilize prices of CRT products sold
8 in the United States."

9 Do you see that?

11:03 10 A. I do.

11 Q. Do you have any personal knowledge
12 regarding the allegation that I just read in that
13 sentence?

14 A. I relied on my attorneys.

11:03 15 Q. Well, I understand you relied on your --
16 what did you rely on your attorneys for?

17 A. For educating me about the case, about CRT
18 tubes, that they were inside my television.

19 Q. Okay. But this specific paragraph --
11:04 20 excuse me, the sentence that I just read has an
21 allegation regarding a conspiracy to fix, raise,
22 maintain and/or stabilize prices of CRT products
23 sold in the United States.

24 Do you see that?

11:04 25 A. I do.

1 Q. Do you have any personal knowledge
2 regarding that allegation?

3 A. No.

4 Q. I'll get to several paragraphs, but do you
11:04 5 have any personal knowledge regarding any of the
6 allegations set forth in Exhibit 51 -- excuse me,
7 Exhibit 11, this complaint?

8 A. You mean personal knowledge that I found
9 out on my own or read in the newspaper?

11:04 10 Q. All of the above.

11 A. No.

12 Q. Do you have any personal knowledge
13 regarding any of the allegations in Exhibit 11?

14 A. No.

11:05 15 MR. GRALEWSKI: I am just going to --
16 sorry.

17 THE WITNESS: Okay. No.

18 MR. GRALEWSKI: Just a belated objection
19 to the extent it mischaracterizes prior testimony,
11:05 20 but you can answer.

21 THE WITNESS: Okay.

22 Q. BY MR. BRADSHAW: Why don't you turn to
23 page --

24 A. I think I just don't understand the
11:05 25 question. Okay. Go ahead.

1 Q. Well, I can ask it again. Do you have any
2 personal knowledge regarding any of the allegations
3 in this complaint? "Personal knowledge" meaning
4 you've had experience, you've read, you've
11:05 5 investigated, anything that provides a factual
6 basis for any of the allegations in this complaint,
7 do you have a personal knowledge or a personal
8 factual basis based on your understanding and your
9 knowledge regarding any of the allegations in the
11:05 10 complaint --

11 A. Well, I --

12 MR. GRALEWSKI: Object to the form of the
13 question as phrased. It is misleading and
14 mischaracterizes prior testimony, but she can
11:06 15 answer.

16 THE WITNESS: I knew about it because I
17 purchased the TVs. That's it. I didn't go out
18 and, like, research it.

19 Q. BY MR. BRADSHAW: Right. So Paragraph 48,
11:06 20 you have personal knowledge regarding the fact that
21 you're a resident of Vermont, correct?

22 A. Oh, yes.

23 Q. And you have personal knowledge of the two
24 CRT -- the two televisions that you claim include a
11:06 25 CRT, you have personal knowledge regarding those

1 purchases, correct?

2 A. Yes, I purchased them.

3 Q. Is there anything else regarding any of
4 the other allegations in this complaint that you
11:06 5 have personal knowledge of?

6 A. No.

7 Q. Okay. If you go to Page 12.

8 A. I have it.

9 Q. Paragraph 61.

11:07 10 A. Okay.

11 Q. Do you see that?

12 A. I do.

13 Q. Okay. The second sentence there, if you
14 look at the second sentence?

11:07 15 A. Yes.

16 Q. Are you alleging that SEC, Samsung
17 Electronics Co., Ltd., manufactured, marketed, sold
18 or distributed CRT tubes?

19 A. It says "products."

11:07 20 Q. And I'm seeking clarification. Are you
21 alleging in this paragraph that SEC manufactured,
22 marketed, sold or distributed CRT tubes?

23 A. Yes.

24 Q. You are making that allegation?

11:07 25 A. I think -- it's my understanding that a

1 tube is part of a product. It would be a CRT tube
2 product.

3 Q. Are you alleging that SEC manufactured,
4 marketed, sold or distributed on a stand-alone
11:07 5 basis the CRT tube?

6 A. I don't know.

7 Q. Did you have any --

8 A. Stand-alone basis?

9 Q. Does it make CRTs? It's an easy question.

11:08 10 A. Okay.

11 Q. Does SEC -- are you alleging that SEC
12 manufacturers tubes?

13 MR. GRALEWSKI: Object to the form of the
14 question. I'll withdraw it.

11:08 15 You can answer if you understand the
16 question. Actually, I am going to interpose an
17 objection to the preamble to the question, which
18 was improper.

19 You can answer the question.

11:08 20 THE WITNESS: Okay. Am I alleging that
21 SEC manufactured CRT tubes?

22 Q. BY MR. BRADSHAW: Tubes, did it make tubes
23 ever?

24 MR. GRALEWSKI: Object to the form of the
11:08 25 question. That question lacks foundation. Vague

1 and ambiguous.

2 You can answer.

3 THE WITNESS: Okay. I don't know.

4 Q. BY MR. BRADSHAW: Okay. So you don't know
11:08 5 whether SEC manufactured --

6 A. I relied on my attorneys.

7 Q. Okay. But I understand that. I
8 understand that. And just so your testimony's
9 clear, you don't know whether you're alleging in
11:09 10 this paragraph -- let me finish the question.

11 A. Sorry.

12 Q. With all due respect, you are not sure,
13 based on what's being alleged here, whether SEC
14 manufactured, marketed, sold and/or distributed
11:09 15 tubes?

16 MR. GRALEWSKI: Object to the form. Asked
17 and answered. Argumentative.

18 THE WITNESS: I think that's what the
19 complaint's about.

11:09 20 Q. BY MR. BRADSHAW: So you think that's what
21 this allegation is actually stating?

22 MR. GRALEWSKI: Same objections.

23 THE WITNESS: That's what it says.

24 Q. BY MR. BRADSHAW: Well, no, it actually
11:09 25 says "distributed CRT products," and that's what

1 I'm trying to get clarification on.

2 A. That the tubes are part of the products?

3 Q. No, I am just trying to understand whether
4 or not you're alleging here that during the class
11:10 5 period SEC manufactured, marketed, sold and/or
6 distributed tubes.

7 MR. GRALEWSKI: That was a statement, not
8 a question. So there's no question pending.

9 Q. BY MR. BRADSHAW: Did SEC manufacture
11:10 10 tubes?

11 MR. GRALEWSKI: Object to the form.

12 Q. BY MR. BRADSHAW: And are you alleging it
13 in the complaint?

14 MR. GRALEWSKI: Asked and answered.
11:10 15 Argumentative.

16 MR. BRADSHAW: She hasn't answered it.

17 Q. So go ahead.

18 A. Yes.

19 Q. Okay. So you are alleging that. And
11:10 20 what's your basis for alleging that?

21 A. I relied on my attorneys to provide that
22 information.

23 Q. Do you have any personal knowledge that
24 SEC manufactured tubes?

11:10 25 A. No.

1 Q. Okay. And do you have any basis for why
2 your attorneys would make that allegation?

3 MR. GRALEWSKI: I'll instruct her not to
4 answer that question to the extent it would reveal
11:10 5 any communications with counsel.

6 She can answer the question based on her
7 own personal knowledge. She can answer it.

8 Would you like the question back?

9 THE WITNESS: Sure.

11:10 10 MR. BRADSHAW: Go ahead. Read it back.

11 (Reporter read back as requested.)

12 THE WITNESS: Do I have any basis for why
13 my attorneys would make that allegation? No. I
14 mean, I don't know. I guess I am not understanding
11:11 15 the question.

16 Q. BY MR. BRADSHAW: Okay. Did you
17 investigate at all before filing and suing my
18 clients before --

19 A. I relied on their --

11:11 20 Q. Can I finish the question?

21 A. You may, yeah.

22 Q. Whether my clients actually manufactured
23 tubes, did you investigate that?

24 MR. GRALEWSKI: Object to the form of the
11:11 25 question. Asked and answered. Argumentative.

1 THE WITNESS: I relied on my attorneys to
2 do that.

3 Q. BY MR. BRADSHAW: Do you know whether your
4 attorneys investigated whether my clients ever
11:11 5 manufactured tubes before suing my clients, before
6 you sued my clients?

7 A. Do I know if they did?

8 Q. Yeah.

9 MR. GRALEWSKI: I'll just interpose an
11:11 10 objection. If you can answer that question based
11 on your own knowledge, you can certainly answer.
12 Don't reveal any communications with your lawyers.

13 THE WITNESS: Okay. I assume they did.

14 Q. BY MR. BRADSHAW: Do you think it's
11:12 15 appropriate to have a good-faith basis to make an
16 allegation in a complaint before you actually make
17 that allegation?

18 MR. GRALEWSKI: Object to the form of the
19 question. Calls for a legal conclusion.
11:12 20 Argumentative. Misleading. Lacks foundation.
21 Vague and ambiguous.

22 THE WITNESS: Okay.

23 Q. BY MR. BRADSHAW: Do you think it's
24 appropriate? Do you think you should have --

11:12 25 A. I trust them.

1 Q. No, do you think -- you personally, do you
2 think it is appropriate to have a good-faith basis
3 to make an allegation in a legal complaint before
4 actually making that complaint and making -- filing
11:12 5 that complaint and making the allegation?

6 MR. GRALEWSKI: Same objections.

7 THE WITNESS: Okay. I want you to slow it
8 down and ask me that again.

9 Q. BY MR. BRADSHAW: Okay. Should a
11:12 10 plaintiff in a lawsuit have a good-faith basis for
11 making allegations before it actually makes those
12 allegations in a complaint?

13 A. Yeah.

14 Q. Yeah, right. You would agree with that
11:13 15 statement?

16 A. Uh-huh.

17 Q. Okay. If you go to Page 62, or Paragraph
18 62, it's the paragraph right below the one we were
19 just looking at.

11:13 20 A. Okay. You said page. This one right
21 here, "defendant Samsung"?

22 Q. Samsung Electronics America, Inc.?

23 A. Yep.

24 Q. You see that?

11:13 25 A. Uh-huh.

1 Q. And why don't you go ahead and read the
2 third sentence.

3 MR. GRALEWSKI: "During"?

4 MR. BRADSHAW: "During the class period,"
11:13 5 I think is the third sentence, if I am counting my
6 sentences correctly.

7 MR. GRALEWSKI: Thank you. I wanted to
8 make sure we were reading the right thing.

9 THE WITNESS: Okay.

11:13 10 Q. BY MR. BRADSHAW: Is it your allegation
11 that SEAI manufactured CRT tubes?

12 A. Yes, that's what it says.

13 Q. That's what that sentence says?

14 A. It says "products" again.

11:14 15 Q. But you believe that includes --

16 A. Yeah.

17 Q. -- tubes? Okay. Do you have any basis
18 for making that allegation?

19 A. I relied on my attorneys.

11:14 20 Q. Do you have any personal knowledge that
21 SEAI manufactured tubes?

22 A. No.

23 Q. Do you think it would be appropriate to
24 allege that they manufactured tubes when, in fact,
11:14 25 they never have manufactured tubes ever?

1 MR. GRALEWSKI: Object to the form of the
2 question. Calls for a legal conclusion. Lacks
3 foundation. Vague and ambiguous.

4 THE WITNESS: Okay. Repeat it again,
11:14 5 because I heard him.

6 Q. BY MR. BRADSHAW: Do you think it is
7 appropriate to allege that an entity manufactured
8 something that it has never manufactured?

9 MR. GRALEWSKI: Same objections.

11:14 10 THE WITNESS: No, not if they didn't
11 manufacture it.

12 Q. BY MR. BRADSHAW: If they didn't
13 manufacture it?

14 A. Yeah.

11:14 15 Q. But you never investigated that before
16 filing a lawsuit?

17 A. I relied on my attorneys for that.

18 Q. Do you know whether your attorneys
19 investigated it before they filed the lawsuit?

11:15 20 MR. GRALEWSKI: You can answer the
21 question.

22 THE WITNESS: Did I -- repeat.

23 Q. BY MR. BRADSHAW: Do you know whether your
24 attorneys investigated it before they filed the
11:15 25 lawsuit?

1 A. I assume they did.

2 Q. But you don't know one way or the other?

3 A. No.

4 Q. If you go back to Paragraph 1.

11:15 5 A. The introduction?

6 Q. Yeah.

7 A. Yes.

8 Q. It is Paragraph 1. I asked you some
9 questions earlier about the second sentence which
11:16 10 starts "Plaintiffs allege."

11 A. Yes.

12 Q. So again, that sentence says:

13 "Plaintiffs allege that during the
14 class period, the defendants conspired
11:16 15 to fix, raise, maintain and/or
16 stabilize prices of CRT products sold
17 in the United States."

18 Do you see that?

19 A. I do.

11:16 20 Q. Okay. Do you have any personal knowledge
21 of whether SEC or SEAI conspired to fix the price
22 of tubes?

23 A. I relied on my attorneys for that.

24 Q. So is the answer to that question "no"?

11:16 25 A. Correct.

1 Q. If you could go to Page 31 of the
2 complaint, Paragraph 134. Go ahead and read that
3 paragraph, Ms. Slagle.

4 A. Okay.

11:18 5 Q. Is it your allegation that SEC and SEAI,
6 my clients, engaged in a contract, combination,
7 trust or conspiracy, the effect of which has been
8 to raise, fix, maintain and/or stabilize the prices
9 at which they sold CRT tubes. Are you alleging
11:18 10 that?

11 A. Yes, that's what it says.

12 Q. Okay. And you're making that allegation
13 even though SEC and SEAI have never, in fact,
14 manufactured tubes?

11:18 15 MR. GRALEWSKI: Object to the form of the
16 question. Argumentative. Lacks foundation. Calls
17 for a legal conclusion.

18 THE WITNESS: I relied on my attorneys for
19 that.

11:18 20 Q. BY MR. BRADSHAW: Okay. But the answer to
21 the question -- I understand you're relying on your
22 attorneys, but the answer to the question is "yes"
23 or "no." And I'll repeat the question.

24 A. Please.

11:19 25 Q. Are you, in fact, alleging that SEC and

1 SEAI engaged in a conspiracy to fix the price of
2 CRT tubes even though those entities have never
3 manufactured or sold CRT tubes?

4 MR. GRALEWSKI: Lacks foundation.

11:19 5 Argumentative. Calls for a legal conclusion.

6 Object to the form.

7 THE WITNESS: Okay. Yes. That's what it
8 says.

9 Q. BY MR. BRADSHAW: Yeah, okay. Okay. Have
11:19 10 you ever sold anything in your life?

11 A. I worked in a retail store before I was a
12 nurse.

13 Q. Uh-huh, and what did you sell?

14 A. Jeans.

11:19 15 Q. Jeans, right. Okay. And let's say
16 hypothetically that somebody said that you fixed
17 the price of shoes even though you were selling
18 jeans, would that be appropriate?

19 MR. GRALEWSKI: Object to the form.

11:19 20 Incomplete hypothetical. Calls for a legal
21 conclusion.

22 THE WITNESS: No.

23 Q. BY MR. BRADSHAW: It wouldn't be right,
24 would it?

11:20 25 A. Right.

1 MR. GRALEWSKI: Belated -- same objections
2 to your last, "It wouldn't be right, would it"
3 question. Same objections.

4 Q. BY MR. BRADSHAW: If you could turn to
11:20 5 Paragraph 214. Do you have the right paragraph?

6 A. I think so. It says "Defendants'
7 conspiracy to fix, raise."

8 Q. That's right. Go ahead and read the first
9 two sentences.

11:21 10 A. Out loud?

11 Q. No, I'll spare you. Just read them to
12 yourself.

13 A. Okay. Thank you.

14 Q. You see the second sentence there where it
11:21 15 says:

16 "The entire overcharge at issue was
17 passed on to plaintiffs and members of
18 the indirect purchaser classes."

19 Do you see that?

11:21 20 A. I do.

21 Q. What's your basis for making that
22 allegation?

23 A. My basis would be that the end consumer,
24 the actual person, me, who purchased the TV, if the
11:24 25 prices were fixed, if they were manipulated in any

1 manner, they would have made them go up for the end
2 consumer.

3 Q. Right, but I don't think that's what that
4 sentence says. The sentence says:

11:24 5 "The entire overcharge at issue was
6 passed on to the plaintiffs."

7 A. "The entire overcharge at issue was passed
8 on to the plaintiffs and members of
9 the indirect purchaser classes."

11:24 10 Q. Right. What's your basis for alleging the
11 entire overcharge, assuming there was one, was
12 passed on to you?

13 MR. GRALEWSKI: Object to the form. Asked
14 and answered. Argumentative. Misstates testimony.

11:24 15 THE WITNESS: My basis would be that if
16 someone paid a certain amount for something and
17 passed it on, and either that the end consumer
18 would be paying the most, you know.

19 MR. BRADSHAW: Okay. We have to go off.
11:24 20 We have to change tapes.

21 THE WITNESS: Okay.

22 THE VIDEOGRAPHER: The time is now 11:24,
23 and we are going off the record.

24 (Whereupon a recess was taken.)

11:34 25 THE VIDEOGRAPHER: The time is now 11:36,

1 and we are on the record.

2 Q. BY MR. BRADSHAW: Welcome back,
3 Ms. Slagle. We just took a short break, and we are
4 now back on the record, and I would just remind you
11:34 5 that you are still under oath.

6 A. Correct.

7 Q. Before we broke for that short break, I
8 was asking you about Paragraph 214 in the
9 complaint. So why don't you turn back to that. It
11:35 10 is Page 48. And I think I had asked you some
11 questions about the second sentence in that
12 paragraph, the sentence that reads:

13 "The entire overcharge at issue was
14 passed on to plaintiffs and members of
11:35 15 the indirect purchaser classes."

16 Do you see that?

17 A. I do.

18 Q. Now, with respect to the two televisions
19 that you purchased, you don't know how much
11:35 20 RadioShack paid for those televisions, correct?

21 A. Correct.

22 Q. Okay. Do you know whether to the extent
23 that there was an overcharge, whether RadioShack
24 passed those overcharges on to you, do you know
11:35 25 that for a fact?

1 A. I relied on my attorneys to tell me that.

2 Q. Did your attorneys tell you that as a
3 matter of fact -- let me ask the question. She
4 opened the door.

11:36 5 Let me ask you, did your attorneys tell
6 you that RadioShack passed on any alleged
7 overcharge in its entirety to you when you
8 purchased the television?

9 MR. GRALEWSKI: Ms. Slagle, you are
11:36 10 instructed not to answer that question on the basis
11 of the attorney-client privilege.

12 Q. BY MR. BRADSHAW: Are you going to follow
13 your counsel's advice?

14 A. Yes.

11:36 15 Q. Okay. So what did you mean when you said
16 that you relied on your counsel?

17 A. What I meant was any of the information
18 regarding charges or anything involved in this, I
19 am not an expert witness, not a witness, but
11:36 20 information, I relied on them for that.

21 Q. Which expert witness?

22 A. I retracted that and said "expert," you
23 know, any kind of investigation with this, I relied
24 on them for the information.

11:36 25 Q. Okay. Well, let me ask you this: Let's

1 say that RadioShack paid \$210 for your Magnavox
2 television. Got that?

3 A. Uh-huh.

4 Q. So \$200 -- excuse me, \$210.

11:37 5 A. 210.

6 Q. And \$10 of that was the hypothetically
7 alleged overcharge, okay? Let's say that for
8 whatever reason, RadioShack decided it was going to
9 sell the product for \$205 instead of \$210, what it
11:37 10 paid for it, because it wanted to get rid of the
11 product, put it on sale, wanted to move it, okay?
12 If that were the case, were you actually -- has the
13 entire overcharge of \$10 been passed on to you?

14 MR. GRALEWSKI: Objection to the form.
11:37 15 Incomplete hypothetical. Lacks foundation. Calls
16 for legal and expert testimony.

17 THE WITNESS: I would say I wouldn't have
18 enough information about what went into that to
19 make that decision.

11:37 20 Q. BY MR. BRADSHAW: Well, how would you not
21 have enough information? RadioShack paid \$210.
22 They sold it to you for \$205, and under the
23 hypothetical \$10 is the amount of the overcharge.
24 So how does that not -- how do you not have enough
11:38 25 information to determine whether or not the entire

1 \$10 was passed on to you?

2 MR. GRALEWSKI: Object to the form of the
3 question. Compound. Argumentative. Incomplete
4 hypothetical. Lacks foundation. Calls for legal
11:38 5 and expert testimony.

6 Q. BY MR. BRADSHAW: Go ahead.

7 A. For that very reason.

8 Q. That doesn't make any sense.

9 A. There's so much --

11:38 10 Q. You --

11 A. Well --

12 MR. GRALEWSKI: Woe, woe, woe. I just
13 want to caution the witness to respond to
14 questions.

11:38 15 THE WITNESS: Okay.

16 MR. GRALEWSKI: That's what we're here to
17 do today.

18 THE WITNESS: Okay. I guess I am.

19 MR. GRALEWSKI: Maybe you should have the
11:38 20 question read back if you don't know what the
21 question is that's pending.

22 THE WITNESS: Well, let me see. You said
23 if RadioShack paid \$210 for it. So you're making
24 all this a hypothetical --

11:38 25 Q. BY MR. BRADSHAW: Sure.

1 A. -- question?

2 Q. Sure.

3 A. If they paid 210 and sold it to me for
4 205, would it be -- what are you saying again?

11:39 5 Q. Would the \$10 overcharge have been passed
6 on in its entirety to you?

7 MR. GRALEWSKI: Object to the form of the
8 question. Incomplete hypothetical. Lacks
9 foundation. Calls for legal and expert testimony.
11:39 10 Argumentative and compound.

11 THE WITNESS: With those facts alone, I
12 would say no.

13 Q. BY MR. BRADSHAW: Okay. Now, let's say
14 that RadioShack paid \$210 for the television, a
11:39 15 hypothetical overcharge is \$10, but instead of
16 passing on the full \$10 to you, it only passed on 5
17 and charged you \$215. If that's the scenario, has
18 the entire overcharge been passed on to you?

19 MR. GRALEWSKI: Object to the form.
11:39 20 Incomplete hypothetical. Lacks foundation. Calls
21 for legal and expert testimony. Argumentative and
22 compound.

23 THE WITNESS: I am reading it here. No.

24 Q. BY MR. BRADSHAW: Why don't you turn to
11:40 25 Page 92 of the complaint.

1 MR. GRALEWSKI: At the bottom, right?

2 MR. BRADSHAW: Ninety-two at the bottom,
3 not the top.

4 MR. GRALEWSKI: Yep, thank you.

11:40 5 Q. BY MR. BRADSHAW: Why don't you read
6 Paragraph 284 and 285.

7 A. Okay. I have read 284 and 285.

8 Q. Right. Do you have any personal knowledge
9 regarding the allegations made in 284 and 285?

11:41 10 A. No.

11 MR. GRALEWSKI: Belated objection; asked
12 and answered.

13 MR. BRADSHAW: I am trying to get through
14 before lunch.

11:43 15 Q. So if you could turn to Page 76, and
16 Paragraph No. 266.

17 A. Okay.

18 Q. If you look at -- I direct your attention
19 to Subpart (a) of Paragraph 266.

11:44 20 MR. GRALEWSKI: Depending on what your
21 question is, I am going to ask that she be
22 permitted to read the whole paragraph.

23 Q. BY MR. BRADSHAW: Go ahead, if you want to
24 read the whole paragraph.

11:44 25 MR. GRALEWSKI: Thank you. Paragraph 266.

1 THE WITNESS: Okay. Okay.

2 Q. BY MR. BRADSHAW: In Paragraph 266, Sub
3 (a) it says:

4 "Defendants agreed to, and did in
11:45 5 fact, act in restraint of trade or
6 commerce by affecting, fixing,
7 controlling and/or maintaining, at
8 artificial and/or noncompetitive
9 levels, the prices at which CRT
11:45 10 products were sold, distributed or
11 obtained in Vermont."

12 Do you see that?

13 A. I do.

14 Q. Do you have any personal knowledge
11:45 15 regarding the allegations made in this paragraph?

16 A. No.

17 Q. And in Subparagraph (c) where it says:

18 "During the class period, defendants'
19 illegal conduct substantially affected
11:46 20 Vermont commerce."

21 Do you see that?

22 A. I do.

23 Q. Do you have any personal knowledge
24 regarding this allegation?

11:46 25 A. No.

1 Q. Are you seeking to represent a class of
2 Vermont consumers, Ms. Slagle --

3 A. Yes.

4 Q. -- in this case? And those are consumers
11:46 5 who purchased televisions or monitors that
6 contained CRT tubes for the period -- during the
7 period March 1, '95, through November 25th, I
8 think, 2007?

9 A. Correct.

11:46 10 Q. But it is just televisions and monitors,
11 right, that included CRTs?

12 A. Yes.

13 Q. Okay. No other products? You are not
14 seeking to represent a class of purchasers of other
11:47 15 products other than televisions and monitors?

16 A. That's correct.

17 Q. That's correct. And you're not seeking to
18 represent a class of anybody who purchased actual
19 CRT tubes?

11:47 20 A. Correct.

21 Q. Ms. Slagle, when did you decide to sue the
22 defendants in this case?

23 A. It was in 2008.

24 Q. September 2008?

11:47 25 A. I believe so.

1 Q. And was that the first time that you
2 learned --

3 MR. GRALEWSKI: I don't think that -- she
4 said in 2008. You said September 2008. That's not
11:47 5 what she said.

6 MR. BRADSHAW: Okay. I misheard what you
7 said.

8 THE WITNESS: I said in 2008.

9 Q. BY MR. BRADSHAW: Okay. Sorry. Sometime
11:47 10 in 2008, you made the decision to participate as a
11 plaintiff in this lawsuit; is that correct?

12 A. That's correct.

13 Q. Okay. And how did that come about?

14 A. Well --

11:48 15 MR. GRALEWSKI: I am going to allow the
16 witness to answer the question but instruct her not
17 to reveal any communications with counsel. To the
18 extent she can answer your question without doing
19 so, she can. Otherwise, I instruct her not to
11:48 20 answer.

21 THE WITNESS: I can't answer it.

22 Q. BY MR. BRADSHAW: You can't answer it?

23 A. I can't answer it.

24 Q. Okay. So -- well, did you contact a
11:48 25 lawyer in 2008?

1 A. Yeah.

2 Q. Who did you contact?

3 A. My attorney.

4 Q. Which attorney?

11:48 5 A. Mary.

6 Q. And why did you contact Ms. Kirkpatrick?

7 This is sometime in 2008?

8 A. Uh-huh.

9 Q. Why did you contact Ms. Kirkpatrick?

11:48 10 A. She was my attorney in my divorce. I know
11 her.

12 Q. And you contacted her to participate in
13 this lawsuit?

14 A. I don't know.

11:49 15 MR. GRALEWSKI: Same objection. Same
16 instruction.

17 THE WITNESS: Okay.

18 MR. GRALEWSKI: If you can answer the
19 question without revealing communications, you
11:49 20 certainly can.

21 THE WITNESS: No.

22 Q. BY MR. BRADSHAW: You can't answer the
23 question?

24 A. No.

11:49 25 Q. You don't know why you contacted

1 Ms. Kirkpatrick?

2 MR. GRALEWSKI: Object to the form.

3 Misstates testimony. Same instructions.

4 THE WITNESS: Okay. I am following my
11:49 5 attorney's advice.

6 Q. BY MR. BRADSHAW: Okay. Well, whatever.
7 Did Ms. Kirkpatrick contact you before you
8 contacted her in connection with this case?

9 A. We were talking a lot about my divorce,
11:49 10 yeah.

11 Q. Right. That's not what I asked you. I
12 asked you in connection with this case. Did she
13 contact you before you contacted her?

14 A. I think that's -- is that --

11:49 15 MR. GRALEWSKI: You can answer that
16 question.

17 THE WITNESS: Okay. Yeah.

18 Q. BY MR. BRADSHAW: She did?

19 A. Yeah.

11:49 20 Q. When was that?

21 A. I think that was in 2008, but I'd have to
22 look at the document to see.

23 Q. What document are you referring to?

24 A. Well, the original complaint or whatever.
11:50 25 I think that was in 2008.

1 Q. The original complaint in this case?

2 A. Yeah, yes.

3 Q. So prior to the filing of the original
4 complaint, Ms. Kirkpatrick contacted you?

11:50 5 A. Yes.

6 Q. And that led to your involvement in the
7 case?

8 A. Yes.

9 Q. Okay. Now, do you have a written
11:50 10 retention agreement either with Ms. Kirkpatrick or
11 with Mr. Gralewski?

12 A. It would be, yes.

13 Q. So the answer to the question is yes, you
14 do have one?

11:50 15 A. Yes.

16 Q. And are you paying your attorneys' fees?

17 A. No.

18 Q. Do you know when the retention agreement
19 was executed?

11:50 20 A. I'd have to look at it. Do you have it?

21 Q. I don't have it, if you're asking me.

22 A. I don't have it with me. You're asking me
23 for the date. It was back then.

24 Q. In all fairness, I am just asking you if
11:50 25 you know.

1 A. Yeah, in '08.

2 Q. You would say -- you can say "I would have
3 to look at the document." That's fine.

4 A. Okay.

11:51 5 Q. But I'm asking you as you're sitting here
6 today, do you know when that agreement, the written
7 retention agreement, was executed?

8 A. I'd have to look at the document to give
9 you the exact date.

11:51 10 Q. Okay. Was it before the filing of the
11 original complaint in this case?

12 A. I believe so, yeah.

13 Q. Okay. All right. So you retained your
14 attorneys before the filing of the claim -- the
11:51 15 first complaint in this case; is that correct?

16 A. Yeah, in '08, yeah.

17 Q. Have you been promised any award or
18 financial recovery of any sort in connection with
19 this case?

11:51 20 A. None whatsoever.

21 Q. And are you expecting a recovery if the
22 plaintiffs prevail in this case?

23 MR. GRALEWSKI: Object to the form. Vague
24 and ambiguous.

11:51 25 You can answer.

1 THE WITNESS: Not really, no.

2 Q. BY MR. BRADSHAW: Okay. So you're not
3 expecting anything if the plaintiffs prevail?

4 A. No.

11:52 5 MR. GRALEWSKI: Same objection.

6 THE WITNESS: Same objection, okay. No, I
7 was not expecting.

8 Q. BY MR. BRADSHAW: Okay. Okay. And are
9 you expecting any recovery or anything in this
11:52 10 case, financial or otherwise, if the plaintiffs do
11 not prevail?

12 A. No.

13 Q. Okay. So one way or the other, whether
14 you win or lose, you are not expecting anything?

11:52 15 A. I wouldn't know what to expect.

Do not designate

16 MR. GRALEWSKI: I am going to object to
17 the form. It is vague and ambiguous and misleading
18 as phrased.

19 Q. BY MR. BRADSHAW: Do you recall at any
11:52 20 point in this case, Ms. Slagle, receiving a
21 document which listed document requests from the
22 defendants?

23 A. Yes.

24 Q. And did you receive that from your
11:53 25 counsel?

1 A. Yes.

2 Q. Okay. And did you look for and search for
3 any documents that might be responsive to those
4 requests?

11:53 5 A. Yes, I think that's what the credit card
6 thing was, yes.

7 Q. And anything that you found that was
8 responsive, you turned over to your counsel?

9 A. Yes.

11:53 10 (Reporter marked [Exhibit No. 52](#) for
11 identification.)

12 Q. BY MR. BRADSHAW: Ms. Slagle, the court
13 reporter's handed you a document that's marked as
14 Exhibit 52. Go ahead and take a look at it. For
11:53 15 the record, the document is titled "Indirect
16 Purchaser Plaintiffs' Amended and Supplemental
17 Objections and Responses to Defendant Samsung SDI
18 Co., Ltd.'s First Set of Interrogatories."

19 A. Okay.

11:56 20 MR. GRALEWSKI: Would you want to finish
21 paging through the document, or would you like
22 counsel to ask you a question?

23 THE WITNESS: Oh, go ahead.

24 Q. BY MR. BRADSHAW: It is up to you.

11:56 25 A. Yeah.

1 Q. Okay. If you turn to Page 26 of Exhibit
2 52, the attachments, I think, Page 26, which up at
3 the top it says, "Samsung Exhibit B23" up in the
4 right?

11:56 5 A. Yes.

6 Q. Do you see that?

7 A. I do.

8 Q. We on the same page?

9 A. Page 26.

11:56 10 Q. Yeah. And then it says, "Plaintiff
11 Margaret Slagle," and then it lists some
12 information?

13 A. Right.

14 Q. Why don't you take a minute and take a
11:56 15 look at that.

16 A. Okay.

17 Q. And I just want to ask you a couple
18 questions I think to clarify some of the earlier
19 testimony today. Because I think we all want to
11:57 20 make sure that the testimony is clear.

21 And earlier I had asked you about the
22 credit card statement, which is Exhibit 49?

23 A. Yes.

24 Q. And the \$238.23 figure that was listed on
11:57 25 that credit card statement which reflects a

1 purchase in November of 26, and I just want to
2 clarify, is it, in fact, the Sylvania television
3 that's reflected on that credit card statement?

4 A. Yes, it looks like the Sylvania was
11:58 5 purchased 11/26/04, yes.

6 Q. And I am just trying to clarify because
7 that's how I read these responses.

8 A. Yes, you're correct.

9 Q. And you may have been confused earlier.
11:58 10 So, in fact, it is the Sylvania television that is
11 reflected on the credit card statement in Exhibit
12 49, and that is the product that you purchased on
13 November 26th and for which you know the price,
14 correct?

11:58 15 A. Correct.

16 Q. Okay. By contrast, it is the Magnavox
17 television that you don't know the price for --

18 A. That would be correct.

19 Q. -- correct?

11:58 20 A. Yeah.

21 Q. And according to Exhibit 52, Page 2 here,
22 the date of purchase for the Magnavox television is
23 December '04?

24 A. Yeah.

11:58 25 Q. How do you know that it is December '04?

1 A. Well, it was a few months after. I know
2 that because I moved into the apartment. I bought
3 the TV, and then I bought another one right after
4 it.

11:59 5 Q. Okay.

6 A. Relatively speaking, when my son was there
7 so he could have one in his room.

8 Q. Okay. But was the Sylvania television for
9 your son's room or was the Magnavox television for
11:59 10 your son's room?

11 A. It would have been the Magnavox and the
12 Sylvania would have been the first purchase.

13 Q. Okay. So you believe the Sylvania
14 television was the first --

11:59 15 A. Yeah.

16 Q. -- and that's what you purchased for you,
17 and then the Magnavox for your son?

18 A. Right.

19 Q. Now, Exhibit 52, Page 26, it indicates a
11:59 20 purchase date of 12/04. Is that based on any
21 documentation, or is that just based on your
22 recollection?

23 A. It is on my recollection that I know I
24 bought them back to back.

12:00 25 Q. And the information listed on Page 26 of

1 Exhibit 52, the other information here --

2 A. Yes.

3 Q. -- is all of this information accurate and
4 correct --

12:00 5 A. Yes.

6 Q. -- to the best of your understanding?

7 A. It is.

8 MR. BRADSHAW: Okay. I think we have the
9 Bates number we can read it into the record.

12:00 10 MR. GRALEWSKI: Okay.

11 MR. BRADSHAW: I believe for Exhibit 50,
12 which is the pictures of the Sylvania, that the
13 Bates numbers are CRT00212 through 213, and then
14 for Exhibit 51, which are the two pictures
12:00 15 regarding the Magnavox television, I think the
16 Bates numbers there, Counsel, are CRT00210 through
17 211, just for the record.

18 And I have no further questions. So thank
19 you for your time, Ms. Slagle. I think my
12:01 20 co-counsel may have some questions.

21 (Discussion off the record.)

22 MR. MALAISE: Let's go off the record.

23 THE VIDEOGRAPHER: The time is now 12:03,
24 and we are going off the record.

12:03 25 (Whereupon a recess was taken.)

1 THE VIDEOGRAPHER: The time is now 12:05,
2 and we are on the record.

3 EXAMINATION BY MR. MALAISE

4 Q. Ms. Slagle, I want to ask you a couple
12:03 5 quick questions regarding some of your earlier
6 testimony.

7 You mentioned earlier that you bought an
8 LCD, a 42-inch TV; is that correct?

9 A. That's correct.

12:03 10 Q. And that was roughly in late 2005, early
11 2006?

12 A. I believe so.

13 Q. With respect to that TV when you purchased
14 it, did you look at purchasing any CRT television
12:04 15 at that time?

16 A. No.

17 Q. Why is that?

18 A. Because my son wanted a big LCD TV.

19 Q. At that time, were there big CRT
12:04 20 televisions available?

21 A. Probably, yeah.

22 Q. And to your knowledge, was there anything
23 that separated a big CRT television from a big LCD
24 television?

12:04 25 MR. GRALEWSKI: Object to the form of the

1 question. Vague and ambiguous.

2 THE WITNESS: I wouldn't know. The reason
3 I bought it was my son wanted it, and he stuck it
4 in the living room.

12:04 5 Q. BY MR. MALAISE: With respect to -- as a
6 hypothetical, let's say you're going to go out
7 tomorrow and buy a television. Would you consider
8 buying a CRT television?

9 MR. GRALEWSKI: Object to the form.
12:05 10 Incomplete hypothetical.

11 THE WITNESS: Today?

12 Q. BY MR. MALAISE: If you went out tomorrow,
13 would you buy a CRT television, or consider buying
14 a CRT television?

12:05 15 A. I have no need, so I wouldn't, yeah.

16 Q. Well, we'll go a little further then.
17 With respect to the hypothetical, let's say your
18 42-inch LCD broke tomorrow, and you had to go out
19 and buy a new television. If you went out and
12:05 20 bought a new television, would you consider buying
21 a CRT television to replace the LCD television?

22 MR. GRALEWSKI: Object to the form.
23 Incomplete hypothetical.

24 Go ahead.

12:05 25 THE WITNESS: Would I consider doing that?

1 In the circumstances I'm in now, no.

2 Q. BY MR. MALAISE: Why is that?

3 A. Because I can afford a bigger one, you
4 know.

12:05 5 Q. Is there anything, in your opinion, that
6 separates a CRT television today from an LCD
7 television?

8 A. I don't think they --

9 MR. GRALEWSKI: Object to the form. Vague
12:06 10 and ambiguous.

11 THE WITNESS: Okay. They are not as
12 modern-looking.

13 Q. BY MR. MALAISE: And when you say
14 "modern-looking," what do you mean by
12:06 15 "modern-looking"?

16 A. They are bigger.

17 Q. The CRT televisions are bigger?

18 A. Yes, yes, take up more space in the home
19 than the flat screens do.

12:06 20 Q. And are you aware if CRT televisions are
21 even sold in the market today?

22 A. I think they are. I have seen them, like,
23 at Recycle North.

24 Q. And is Recycle North, is that a retail
12:06 25 store that sells used products?

1 A. Yes, uh-huh.

2 Q. With respect to an electronics store or
3 some other kind of store that's selling new
4 products, for instance, Best Buy, Target, Walmart,
12:07 5 to your knowledge today, are they selling CRT
6 televisions?

7 A. I don't know today. I haven't looked. I
8 would think so, you know. I think they still would
9 be.

12:07 10 Q. Have you -- let's say within the last
11 year, with any retail store that's selling new
12 products, do you recall seeing any of these stores
13 selling a CRT television?

14 A. I don't recall, but I didn't really look
12:07 15 either. Because I wasn't in the market to buy
16 anything.

17 Q. Sitting here today, do you consider a CRT
18 television to be of the same quality as, let's say,
19 an LCD television?

12:07 20 MR. GRALEWSKI: Object to the form. Vague
21 and ambiguous.

22 THE WITNESS: I wouldn't know. I have
23 heard different things about different TVs, you
24 know, depending on what people experience.

12:08 25 Q. BY MR. MALAISE: If I can, I would like to

1 refer to Exhibit 11, the amended complaint, and
2 specifically Paragraph 193, which is on -- at the
3 bottom of the page. It's Page 45.

4 A. Okay.

12:08 5 Q. If you could, just review 193.

6 A. Okay. I got it. It's at the top of the
7 page?

8 Q. Yes, ma'am.

9 A. Okay.

12:08 10 Q. You see at the beginning of Paragraph 193
11 it says, "During the class period"?

12 A. Correct.

13 Q. Do you know what the class period is?

14 A. It was from '05 to -- yes, I do, but
12:09 15 where's the -- you need to know the exact dates?
16 It ended in '07, right?

17 Q. March 1995 --

18 A. Yes, to '07.

19 Q. -- through November 2007?

12:09 20 A. Yeah, '95 to '07.

21 Q. Okay.

22 A. Yep.

23 Q. Starting with the second sentence, am I
24 reading it correct where it says:

12:09 25 "These price increases were despite

1 the declining demand due to the
2 approaching obsolescence of CRT
3 products caused by the emergence of a
4 new, potentially superior and clearly
12:09 5 more popular, substitutable
6 technology."

7 A. Correct, yes, I see that.

8 Q. And would you agree, the first sentence
9 says during the class period, that at least through
12:09 10 the end of November 2007, that CRT products were
11 approaching obsolescence?

12 A. Yeah, I mean, more people are buying the
13 big-screen TVs, absolutely, yeah.

14 Q. So if in November 2007 CRT products were
12:10 15 almost obsolete, do you have any opinion with
16 respect to today whether CRT products are obsolete
17 or not?

18 MR. GRALEWSKI: Object to the form. Lacks
19 foundation.

12:10 20 THE WITNESS: There are less -- I think in
21 my general knowledge, people buy the HD TVs and
22 stuff like that because their pictures, most people
23 want to buy, but I think the CRT tubes are still
24 used. I have no knowledge.

12:10 25 Q. BY MR. MALAISE: With respect to you say

1 you have CRT products that work, what are you
2 speaking of?

3 A. Well, TVs, they are not digital flat
4 screens.

12:11 5 Q. And are they products that have been
6 bought recently, to your knowledge?

7 A. I have no idea when V and A bought them.

8 Q. I want to refer again in Exhibit 11, the
9 third amended complaint, specifically to Paragraph
12:11 10 266, and that's going to be at the bottom of Page
11 76.

12 A. Okay.

13 Q. And if you look, you can review 266 again.

14 A. Okay.

12:12 15 Q. I want to refer you specifically to the
16 Subpart (d) as in David, which is on Page 77.

17 A. Yes.

18 Q. And just to read into the record:

19 "As a direct and proximate result of
12:12 20 defendants' unlawful conduct, the
21 Vermont plaintiff and members of the
22 Vermont indirect purchaser class have
23 been injured in their business and
24 property and are threatened with
12:12 25 further injury."

1 A. Uh-huh.

2 Q. Can you explain to me what your
3 allegations mean when it says "threatened with
4 further injury"?

12:12 5 A. I would go to my attorneys to help me with
6 that as far as the legal ramifications of that.

7 Q. Do you have any personal knowledge,
8 though, of what you're alleging here as being
9 further injury?

12:12 10 A. No.

11 Q. And as you sit here today, do you feel --
12 even if you assume that allegations in the
13 complaint are true, do you feel that you personally
14 are threatened with further injury?

12:13 15 MR. GRALEWSKI: Object to the form. Calls
16 for a legal conclusion.

17 THE WITNESS: If I were to buy another CRT
18 tube TV, yes.

19 Q. BY MR. MALAISE: Referring back to your
12:13 20 earlier testimony, am I correct in saying that you
21 would not consider buying a CRT television; is that
22 correct?

23 MR. GRALEWSKI: Object to the form.
24 Misleading. Misstates prior testimony. Incomplete
12:13 25 hypothetical. Compound.

1 THE WITNESS: That's correct, in my
2 financial situation I'm in now.

3 Q. BY MR. MALAISE: Is there a certain
4 financial situation where you would consider buying
12:13 5 a CRT television?

6 A. Yes, if I couldn't afford a different
7 kind, the more recent flat screens.

8 Q. And with respect to if you couldn't
9 afford, would you purchase a CRT television from --
12:14 10 I forget the name, the retail store that was
11 selling used CRT televisions, or would you think
12 that you could go to an electronics store and buy a
13 CRT television?

14 A. I don't know because I haven't looked.

12:14 15 Q. For a hypothetical, assume with me that
16 CRT televisions, new CRT televisions are not being
17 sold currently in the United States?

18 A. Okay.

19 Q. If that is true, and based on the
12:14 20 allegations here in Paragraph 266, Subpart (d),
21 would there be any further injury that the
22 allegations are alleging?

23 A. So you're saying --

24 MR. GRALEWSKI: Object to the form.
12:14 25 Compound. Lacks foundation. Incomplete

1 hypothetical and calls for a legal conclusion.

2 THE WITNESS: I guess if -- I don't know
3 if they are being sold because I haven't looked. I
4 know I use them at work and home still.

12:15 5 Q. BY MR. MALAISE: Let's assume -- again,
6 for a hypothetical, let's assume that in the United
7 States CRT televisions are not being sold, new CRT
8 televisions are not being sold in retail stores.

9 A. Okay.

12:15 10 Q. And assuming that is true, can you explain
11 to me in Paragraph 266 (d) what further injury you
12 would have assuming CRT televisions are no longer
13 being sold?

14 MR. GRALEWSKI: Object to the form. Vague
12:15 15 and ambiguous. Compound. Incomplete hypothetical.
16 Lacks foundation and calls for a legal conclusion.

17 THE WITNESS: Okay. If they are not being
18 sold in the U.S., I couldn't buy one in the U.S.,
19 correct? So am I not answering your question?

12:16 20 Q. BY MR. MALAISE: Let me clarify.

21 A. Okay.

22 Q. See if I can make it a little bit more
23 clear.

24 For the sake of a hypothetical, assume
12:16 25 that CRT televisions are obsolete and are just no

1 longer being manufactured.

2 A. Okay.

3 Q. So they are not available in retail stores
4 new.

12:16 5 A. Okay.

6 Q. If that is the case, and referring again
7 to Paragraph 266 (d) --

8 A. Okay.

9 Q. -- what is the basis for your allegation
12:16 10 that you're being threatened with further injury?

11 MR. GRALEWSKI: Object to the form. Vague
12 and ambiguous. Compound. Incomplete hypothetical.
13 Lacks foundation. Calls for a legal opinion.

14 THE WITNESS: It wouldn't be because there
12:17 15 wouldn't be any way for me to purchase them if they
16 were not being sold in the U.S. anymore.

17 Q. BY MR. MALAISE: With respect to -- I want
18 to kind of switch gears for a little bit.

19 With respect to the Sylvania television
12:17 20 you bought, you remember testifying earlier that
21 you did not know who manufactured the CRT within
22 that television; is that correct?

23 A. That's correct.

24 Q. Did anyone ask to look inside that
12:17 25 television to find out if there was a CRT within it

1 and who -- strike that.

2 Did you ever offer to look inside that
3 television and see if you could determine who
4 manufactured that CRT?

12:17 5 MR. GRALEWSKI: I'll instruct you not to
6 answer that question to the extent it would reveal
7 communications with counsel. Otherwise, you can
8 answer the question.

9 THE WITNESS: Okay. I won't answer it.

12:18 10 Q. BY MR. MALAISE: Would it be fair to say
11 then that you're not able, as you sit here today,
12 based on your personal knowledge, to identify
13 whether that CRT within the Sylvania television was
14 manufactured by any of the Philips defendants?

12:18 15 MR. GRALEWSKI: Object to the form. Asked
16 and answered. Argumentative and harassing.

17 THE WITNESS: My personal knowledge, I
18 wouldn't know.

19 Q. BY MR. MALAISE: And same question with
12:19 20 respect to the Magnavox, based on your personal
21 knowledge, you're not able, sitting here today, to
22 identify that the CRT within the Magnavox
23 television was manufactured by any of the Philips
24 defendants?

12:19 25 MR. GRALEWSKI: Object to the form. Asked

1 and answered. Argumentative and harassing.

2 THE WITNESS: I would not know personally.

3 MR. MALAISE: I don't have any further
4 questions. Thank you for your time, Ms. Slagle.

12:19 5 MR. GRALEWSKI: I have no questions.

6 THE VIDEOGRAPHER: The time is now 12:21,
7 and this concludes the video deposition of Margaret
8 Slagle.

9 (Whereupon the proceedings were
10 concluded at 12:21 p.m.)

11 ---o0o---

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 I have read the foregoing deposition
2 transcript and by signing hereafter, approve same.

3

4 Dated_____.

5

6

7

(Signature of Deponent)

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

DEPOSITION OFFICER'S CERTIFICATE

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

I, BALINDA DUNLAP , hereby certify:

I am a duly qualified Certified Shorthand
Reporter in the State of California, holder of
Certificate Number CSR 10710 issued by the Court
Reporters Board of California and which is in full force
and effect. (Fed. R. Civ. P. 28(a)).

I am authorized to administer oaths or
affirmations pursuant to California Code of Civil
Procedure, Section 2093(b) and prior to being examined,
the witness was first duly sworn by me. (Fed. R. Civ.
P. 28(a), 30(f)(1)).

I am not a relative or employee or attorney or
counsel of any of the parties, nor am I a relative or
employee of such attorney or counsel, nor am I
financially interested in this action. (Fed. R. Civ. P.
28).


I am the deposition officer that
stenographically recorded the testimony in the foregoing
deposition and the foregoing transcript is a true record

/ / /

1 of the testimony given by the witness. (Fed. R. Civ. P.
2 30(f)(1)).

3 Before completion of the deposition, review of
4 the transcript [XX] was [] was not requested. If
5 requested, any changes made by the deponent (and
6 provided to the reporter) during the period allowed, are
7 appended hereto. (Fed. R. Civ. P. 30(e)).

8
9 Dated: APRIL 6, 2012

10
11
12 A handwritten signature in cursive script, appearing to read "B. Bailey", is written over a horizontal line.
13
14
15
16
17
18
19
20
21
22
23
24
25

	100 (1) 51:2	2005 (3) 69:5,18;130:10	25:92;2,18;96:19; 111:10	absolutely (4) 10:17;34:7;88:9; 135:13
\$	103 (1) 88:19	2006 (3) 69:20,20;130:11	49 (6) 29:7,12;30:8;80:10; 126:22;127:12	accepted (1) 59:6
\$10 (7) 113:6,13,23;114:1; 115:5,15,16	103-page (1) 90:17	2007 (4) 118:8;134:19;135:10, 14	5	accessories (2) 38:7;57:15
\$100 (1) 71:3	10th (2) 89:21,25	2008 (10) 118:23,24;119:4,4,8, 10,25;120:7;121:21,25	5 (1) 115:16	accessory (1) 38:6
\$200 (1) 113:4	11 (12) 30:24;87:14,22;88:14, 21;89:13,15,20;95:7,13; 134:1;136:8	2010 (2) 89:21,25	50 (9) 75:22,25;76:24;77:9; 79:5;80:20,21;93:6; 129:11	according (1) 127:21
\$205 (2) 113:9,22	11/26 (3) 30:25;31:8;80:13	2012 (3) 6:1,4,15	50/50 (1) 53:24	account (1) 31:6
\$210 (6) 113:1,4,9,21;114:23; 115:14	11/26/04 (1) 127:5	205 (1) 115:4	51 (10) 81:11,25;82:7,9,15; 83:3,4;93:5;95:6;129:14	accurate (2) 77:21;129:3
\$215 (1) 115:17	11/29 (1) 30:25	20th (2) 6:3,15	52 (6) 125:10,14;126:2; 127:21;128:19;129:1	accurately (1) 10:19
\$238.23 (1) 126:24	11:24 (1) 110:22	210 (2) 113:5;115:3	6	across (2) 65:22;66:1
\$240 (2) 28:15;29:1	11:36 (1) 110:25	211 (1) 129:17	6 (1) 91:17	act (1) 117:5
\$283.23 (1) 39:4	12 (1) 97:7	213 (1) 129:13	61 (1) 97:9	action (3) 11:20;22:16,19
\$50 (1) 71:3	12/04 (1) 128:20	214 (2) 109:5;111:8	62 (2) 103:17,18	activities (1) 10:11
0	12:03 (1) 129:23	238.23 (4) 30:4,11;31:13;39:18	7	actual (7) 12:14,17;13:16;67:8; 93:8;109:24;118:18
01 (1) 92:16	12:05 (1) 130:1	240 (1) 28:14	75 (1) 17:20	actually (15) 12:1;22:23;26:13; 56:2;80:25;83:4;85:7; 98:16;99:21,24;101:22; 102:16;103:4,11;113:12
04 (11) 10:8;23:12,15;28:9; 30:21;31:11;78:4;79:8, 17;127:23,25	12:21 (2) 142:6,10	25th (1) 118:7	76 (2) 116:15;136:11	add (2) 17:1;61:8
05 (9) 23:12,15;28:10;46:25; 47:18,18,19;78:2;134:14	1233 (1) 6:5	26 (6) 126:1,2,9;127:1; 128:19,25	77 (1) 136:16	address (3) 8:13,17;9:1
05403 (1) 8:15	1300 (1) 6:14	266 (9) 116:16,19,25;117:2; 136:10,13;138:20; 139:11;140:7	9	addressed (1) 10:12
07 (3) 134:16,18,20	134 (1) 107:2	26th (1) 127:13	9 (3) 91:13,14,14	ads (3) 33:21;41:14,16
07-5944-SC (1) 6:19	14 (1) 8:20	284 (3) 116:6,7,9	9:10 (2) 6:4,16	advice (4) 25:4;72:22;112:13; 121:5
08 (3) 10:8;123:1,16	1875 (1) 6:13	285 (3) 116:6,7,9	90067 (1) 6:14	affect (1) 65:8
1	193 (3) 134:2,5,10	3	92 (1) 115:25	affected (1) 117:19
1 (5) 93:21,22;106:4,8; 118:7	1974 (1) 17:14	30 (1) 8:14	95 (2) 118:7;134:20	affecting (1) 117:6
10:09 (1) 63:5	1980 (2) 17:9,22	30-inch (2) 69:3,3	A	afford (3) 132:3;138:6,9
10:22 (1) 63:8	1988 (3) 9:13,14;92:7	31 (1) 107:1	Aaron (1) 7:4	afterwards (1) 21:14
10:45 (1) 81:14	1995 (1) 134:17	4	able (7) 53:3;64:18;65:14; 66:4;86:22;141:11,21	again (20) 12:25;15:6;20:14; 45:11;46:15;52:5;61:2; 64:21;84:13;90:13;96:1; 103:8;104:14;105:4; 106:12;115:4;136:8,13; 139:5;140:6
10:46 (1) 81:17	2	42-inch (2) 130:8;131:18	above (1) 95:10	against (2) 71:21;73:23
10:55 (1) 87:11	20 (1) 6:1	45 (1) 134:3		
10:56 (1) 87:16	2004 (4) 41:25;67:22;69:5; 79:10	48 (10) 23:20,24;91:12,15,16,		

ago (2) 8:1;32:5	133:21;139:15;140:12	associated (7) 6:12;32:6;55:5,11,20; 64:18;65:7	Baker (1) 7:10	27:15;28:6;53:16; 58:11,13;70:4;74:2; 91:5;130:18,19,23,23
agree (2) 103:14;135:8	87:24;88:23,25;89:19; 125:16;134:1;136:9	Association (1) 18:14	Balinda (1) 6:6	bigger (4) 52:6;132:3,16,17
agreed (2) 85:6;117:4	7:2,9;14:7;72:9; 103:22	assume (12) 21:20;29:25;65:2; 77:21;86:18;102:13; 106:1;137:12;138:15; 139:5,6,24	bank (1) 31:6	big-screen (1) 135:13
agreement (5) 88:1;122:10,18;123:6, 7	amount (7) 30:4,11,12;31:13,14; 110:16;113:23	assumes (3) 110:11;139:10,12	barcodes (1) 82:18	bit (3) 51:25;139:22;140:18
ahead (15) 8:7;24:1;76:1;78:14; 95:25;100:17;101:10; 104:1;107:2;109:8; 114:6;116:23;125:14, 23;131:24	and/or (8) 94:6,22;99:14;100:5; 106:15;107:8;117:7,8	attachments (1) 126:2	Barkley (1) 6:12	blackened (1) 29:24
allegation (23) 13:3,10,14,15;38:20; 94:12,21;95:2;97:24; 99:21;101:2,13;102:16, 17;103:3,5;104:10,18; 107:5,12;109:22; 117:24;140:9	Angeles (1) 6:14	attempt (1) 56:16	base (1) 16:7	Bob (3) 7:14;19:14;20:5
allegations (21) 12:13,17;13:2;73:21; 83:17,20,25;95:6,13; 96:2,6,9;97:4;103:11,12; 116:9;117:15;137:3,12; 138:20,22	answered (13) 66:8;73:13;74:11,24; 86:5;99:17;100:14,16; 101:25;110:14;116:12; 141:16;142:1	attention (5) 35:16;88:17;91:16; 92:18;116:18	based (12) 12:7;25:18;26:23; 96:8;99:13;101:6; 102:10;128:20,21; 138:19;141:12,20	boom (1) 56:19
allege (6) 73:21;94:4;104:24; 105:7;106:10,13	answer's (1) 54:6	attorney (5) 8:3;72:20;120:3,4,10	basically (1) 11:23	borrowed (1) 78:25
alleged (5) 86:11;92:24;99:13; 112:6;113:7	antenna (2) 57:18,19	attorney-client (2) 15:2;112:11	basis (19) 9:15;49:5;96:6,8;98:5, 8;100:20;101:1,12; 102:15;103:2,10; 104:17;109:21,23; 110:10,15;112:10;140:9	both (3) 60:15;61:12;78:11
allegedly (1) 11:21	antitrust (2) 6:18;92:23	attorneys (24) 73:5;74:13;75:5,8; 94:14,16;99:6;100:21; 101:2,13;102:1,4; 104:19;105:17,18,24; 106:23;107:18,22;112:1, 2,5;123:14;137:5	Bates (6) 29:12;76:6;82:2; 129:9,13,16	bottom (6) 76:10;93:23;116:1,2; 134:3;136:10
alleging (15) 97:16,21;98:3,11,20; 99:9;100:4,12,19,20; 107:9,25;110:10;137:8; 138:22	anymore (2) 51:7;140:16	attorney's (2) 72:22;121:5	batteries (1) 40:15	Botts (1) 7:11
allow (2) 46:14;119:15	apartment (6) 28:25;32:23;67:2; 69:22;79:22;128:2	attorneys' (1) 122:16	bears (1) 29:12	bought (24) 11:24;28:24;32:23; 40:13,15;43:22;49:18; 51:14;56:21;59:1;61:23; 70:12;78:11;79:23,23; 128:2,3,24;130:7;131:3, 20;136:6,7;140:20
allowed (1) 84:2	apologize (1) 25:3	available (2) 130:20;140:3	beginning (6) 28:9;46:25;47:18,19; 89:6;134:10	box (1) 62:23
almost (2) 69:15;135:15	apparent (1) 76:5	award (1) 123:17	behalf (1) 7:5	boyfriend (1) 78:25
alone (1) 115:11	appearance (3) 26:23,25;50:5	aware (10) 13:20,22;14:1,2,4,6; 27:7;32:8;70:17;132:20	belated (3) 95:18;109:1;116:11	boyfriend's (1) 82:23
along (2) 71:14;86:22	appeared (2) 6:9;48:14	away (2) 35:22;92:16	belief (4) 26:22;39:22;42:4; 49:21	Bradshaw (123) 6:24,24;7:6,24;8:2; 13:1;14:1,6,10,16,22; 15:7,12,19,25;16:10,21; 20:9,21;11:22,6;23:22; 24:11,24;25:4;26:13; 29:9;32:2;37:12;39:12; 17:40;4:43;23:44;6,13, 24;45:8;46:4,17;47:4, 15;49:21;53:10;56:8; 58:23;59:7;63:10;65:21; 66:11;68:1,14;73:2,15; 74:9,14;75:2,24;76:7,9, 18,22;81:19;84:4,14,24; 85:19;86:9,19;87:9,18; 88:13;90:25;91:8,24; 95:22;96:19;98:22;99:4, 20,24;100:9,12,16; 101:10,16;102:3,14,23; 103:9;104:4,10;105:6, 12,23;107:20;108:9,23; 109:4;110:19;111:2; 112:12;113:20;114:6, 25;115:13,24;116:2,5, 13,23;117:2;119:6,9,22; 120:22;121:6,18;124:2,
alternative (1) 59:24	appears (1) 30:3	B	below (9) 43:4,12,21;44:4,14; 45:12,13;60:23;103:18	
although (1) 82:3	appreciated (1) 11:15	B23 (1) 126:3	Ben (2) 6:24;8:2	
always (1) 68:25	approaching (2) 135:2,11	bachelorette (3) 17:25;18:2,5	beneficial (1) 44:17	
ambiguous (20) 22:4;24:8;44:19; 45:19;83:23;85:13;86:7, 16;87:3;90:22;99:1; 102:21;105:3;123:24; 124:17;131:1;132:10;	appropriate (8) 16:1,12;102:15,24; 103:2;104:23;105:7; 108:18	back (36) 15:7,10;31:13;32:13; 38:16;40:14,14;42:22, 23;54:15;56:12;57:24; 60:4;61:11;63:10,11; 77:10;80:20;81:19; 82:17;83:10;87:18; 92:18;93:21;101:8,10, 11;106:4;111:2,4,9; 114:20;122:23;128:24, 24;137:19	benefit (1) 45:16	
	area (3) 18:9;33:8;35:1	background (1) 17:5	besides (1) 17:24	
	Argumentative (16) 14:15;16:4;74:11,24; 99:17;100:15;101:25; 102:20;107:16;108:5; 110:14;114:3;115:10, 21;141:16;142:1		best (13) 10:25;11:11;22:19; 34:9;36:15;41:1;48:21; 64:25;70:3,8;91:2; 129:6;133:4	
	around (4) 35:10;42:22;79:16,17		better (2) 65:15;66:5	
	artificial (1) 117:8		bifocals (1) 76:18	
			big (12)	

8,19;125:12,24;129:8,11 brand (3) 25:13;60:5,5 brands (3) 35:13,16;58:8 brand-spanking (1) 62:20 break (3) 76:11;111:3,7 bring (2) 73:20;76:18 broke (2) 111:7;131:18 budget (1) 39:11 bulk (1) 65:11 BURLINGTON (6) 6:1,6;8:14;9:18;30:4; 33:13 burned (1) 93:15 business (5) 16:25;18:21,24;34:15; 136:23 buy (28) 33:20;34:9;37:23; 38:1,3,6,17;41:1,43;24; 44:7,9,16;45:15;57:23; 65:8;70:3;79:19;93:16; 131:7,13,19;133:4,15; 135:21,23;137:17; 138:12;139:18 buying (9) 41:17;42:10;46:2; 131:8,13,20;135:12; 137:21;138:4 Buys (1) 36:16 Byrd (1) 7:7	90:21;102:19;105:2; 107:16;108:5,20; 113:15;114:4;115:9,20; 137:15;139:1,16;140:13 came (4) 64:24;67:2;89:9;90:2 camera (3) 78:25;82:23,24 can (54) 11:3;12:11,21,22,23, 25;15:3,4;16:7,8,18; 17:4,6;24:9,20;28:5; 37:6;44:11;45:4,6,22; 47:13;58:19,24;74:25; 76:12;88:6;95:20;96:1, 14;98:15,19;99:2;101:6, 7,20;102:10,11;105:20; 119:18,19;120:18,20; 121:15;123:2,25;129:9; 132:3;133:25;136:13; 137:2;139:10,22;141:7 canceled (2) 52:13;64:16 capacity (2) 18:20;19:3 car (2) 32:14;54:11 card (21) 28:18,19;29:5,16,17, 18,19;48:7,13,14;64:15; 80:2,7,10,12,14;125:5; 126:22,25;127:3,11 cards (2) 48:16,17 care (1) 18:18 Case (42) 6:18;7:5;8:4;10:24; 12:14,17;13:11;25:8,9, 18;27:6,8;36:22;38:20; 45:12;49:11;57:3;59:14; 64:14;72:12,17;73:7; 75:12,17;85:9;86:12; 89:9;94:17;113:12; 118:4,22;121:8,12; 122:1,7;123:11,15,19, 22;124:10,20;140:6 cash (1) 52:8 cathode (1) 6:18 caused (1) 135:3 caution (2) 15:1;114:13 Century (1) 6:13 certain (2) 110:16;138:3 certainly (6) 10:22;11:3,16;17:6; 102:11;120:20 Certified (1)	6:7 chance (2) 82:6;91:24 change (2) 63:2;110:20 charge (4) 28:18,18;29:5,6 charged (1) 115:17 charges (1) 112:18 Charles (1) 7:10 check (4) 52:10,13;59:22;64:16 checked (2) 48:7,20 checking (1) 59:23 Chittenden (1) 18:14 choose (1) 32:18 church (1) 9:11 Circuit (4) 34:14,15;41:1,46:5 circumstances (2) 28:21;132:1 Cities (1) 34:15 city (4) 33:12;34:14;41:1,46:5 claim (2) 96:24;123:14 claiming (5) 14:17;15:14;25:7,9,17 clarification (4) 10:25;47:23;97:20; 100:1 clarify (14) 10:24;11:1;12:11; 15:8;25:6;76:12;79:9; 82:3,11;88:10;126:18; 127:2,6;139:20 class (16) 7:15;11:20;22:15,19; 94:5;100:4;104:4; 106:14;117:18;118:1,14, 18;134:11,13;135:9; 136:22 classes (3) 109:18;110:9;111:15 clear (9) 13:7;31:5;61:11; 70:25;72:23;80:11;99:9; 126:20;139:23 clearly (1) 135:4 client (4) 13:20;14:2,7;74:6 clients (13) 14:12,17;15:14;71:22;	72:7;73:23;74:19; 101:18,22;102:4,5,6; 107:6 close (7) 32:21;33:2,7,16; 34:14,18;78:11 Club (3) 34:20,20,22 clue (1) 46:10 Co (2) 97:17;125:18 coconspirators (1) 92:22 co-counsel (1) 129:20 collect (1) 54:13 college (3) 18:5;19:4;60:11 column (1) 30:25 combination (1) 107:6 coming (1) 49:2 commencing (1) 6:4 commerce (2) 117:6,20 communications (6) 15:2;101:5;102:12; 119:17;120:19;141:7 companies (6) 8:3;71:7,9,11,18; 72:16 Company (10) 7:1,2,8;13:21;14:3,7; 16:11,12;72:8;86:11 comparable (1) 59:17 compare (1) 54:14 comparison (3) 32:21;54:5,8 compete (1) 54:2 competes (1) 36:18 competitive (1) 39:5 complaint (28) 13:3;87:24;88:23; 89:1,19;92:24;95:7; 96:3,6,10;97:4;100:13; 102:16;103:3,4,5,12; 107:2;111:9;115:25; 121:24;122:1,4;123:11, 15;134:1;136:9;137:13 complaints (1) 36:12 complaint's (1) 99:19	completely (3) 10:15,19;90:8 components (1) 85:2 Compound (7) 114:3;115:10,22; 137:25;138:25;139:15; 140:12 computer (1) 71:19 concept (1) 43:11 concluded (1) 142:10 concludes (1) 142:7 conclusion (20) 12:20;15:22;16:5,17; 39:7;40:3;43:19;44:21; 45:20;49:16;83:24; 90:22;102:19;105:2; 107:17;108:5,21; 137:16;139:1,16 condo (1) 9:11 conduct (2) 117:19;136:20 confirm (2) 50:9;60:5 confirmed (2) 26:14,16 confused (1) 127:9 connect (1) 38:11 connection (7) 16:23;40:17;52:15; 75:16;121:8,12;123:18 connections (1) 37:16 consider (13) 41:5,22;53:14;61:8, 17,19;131:7,13,20,25; 133:17;137:21;138:4 Consolidated (3) 87:23;88:22,25 conspiracy (5) 86:12;94:21;107:7; 108:1;109:7 conspired (3) 94:5;106:14,21 consumer (9) 18:20;51:16;71:25; 72:4;74:17;83:19; 109:23;110:2,17 consumers (2) 118:2,4 contact (7) 67:5;119:24;120:2,6, 9;121:7,13 contacted (5) 120:12,25;121:8,13; 122:4
C				
cable (2) 38:15;57:19 cables (2) 38:11;57:16 California (2) 6:8,14 call (2) 20:22,23 called (2) 7:19;50:12 Calling (1) 26:20 Calls (38) 12:20;15:21;16:4,16; 39:7;40:2,8;43:18; 44:20,22;45:20,20; 49:16;65:18;66:8;67:23; 68:11;83:23;84:10,19; 85:13;86:7,17;87:4;				

contain (1) 25:24	Court (9) 6:12;7:16;11:3;23:22; 29:10;81:24;87:21;88:5; 125:12	date (10) 6:15;10:7;31:4,5,9; 89:20;122:23;123:9; 127:22;128:20	despite (1) 134:25	50:9,13;60:1;93:19
contained (1) 118:6	Courtney (1) 7:7	dated (2) 89:18,21	detail (1) 91:10	door (1) 112:4
contains (2) 26:15,22	credit (21) 28:19;29:16,17,18,19; 48:7,13,14,16,17;64:15; 80:2,7,9,12,14;125:5; 126:22,25;127:3,11	dates (1) 134:15	determine (2) 113:25;141:3	down (6) 11:4;34:9;67:17; 68:19;76:10;103:8
continue (1) 47:13	CRT (87) 11:21;12:1,8,14; 13:16;25:24;26:15,23; 27:13;49:19,22,24;50:4; 10,16;67:3,16;68:5,17; 71:11,22;74:16;75:10; 80:23;81:1,8;83:5; 86:10,21;92:20;93:2,8; 94:7,17,22;96:24,25; 97:18,22;98:1,5,21; 99:25;104:11;106:16; 107:9;108:2,3;117:9; 118:6,19;130:14,19,23; 131:8,13,14,21;132:6; 17,20;133:5,13,17; 135:2,10,14,16,23; 136:1;137:17,21;138:5; 9,11,13,16,16;139:7,7, 12,25;140:21,25;141:4, 13,22	David (1) 136:16	difference (1) 54:25	drives (1) 24:13
continuous (1) 9:15		day (2) 6:4;11:7	different (11) 18:16;52:22,23;58:6, 8,8,11;60:5;133:23,23; 138:6	due (2) 99:12;135:1
contract (1) 107:6		December (6) 78:4,5;89:21,25; 127:23,25	difficult (2) 68:15;73:15	Dunlap (1) 6:6
contrast (1) 127:16		decide (2) 73:20;118:21	digital (1) 136:3	During (10) 92:19;94:4;100:4; 104:3,4;106:13;117:18; 118:6;134:11;135:9
controlling (1) 117:7		decided (3) 74:5,19;113:8	dinner (2) 21:14,21	DVD (5) 37:10,13,23;57:10,11
convenience (2) 33:15;36:25		decision (10) 15:14;72:19,21;73:6, 16,18,25;74:2;113:19; 119:10	diploma (1) 18:4	E
conversation (6) 19:25;20:1;21:4; 66:15;72:15;75:16		decisions (1) 16:9	direct (4) 88:17;91:15;116:18; 136:19	E1 (1) 6:5
conversations (1) 16:25		declining (1) 135:1	directing (1) 92:17	earlier (12) 24:11;40:25;51:15; 80:18;106:9;126:18,21; 127:9;130:5,7;137:20; 140:20
coordinated (1) 13:12		defendant (8) 6:25;8:3;22:12;27:6, 10;49:11;103:21;125:17	discontinued (1) 32:4	early (1) 130:10
copy (1) 88:5		defendants (13) 7:11;27:8;72:12,17; 81:1;92:21;94:5;106:14; 117:4;118:22;124:22; 141:14,24	discussed (3) 36:15;72:15;75:15	easier (1) 37:17
corners (2) 33:8,9	CRT000505 (1) 29:12		discussing (5) 30:9;77:16;78:17,20; 93:4	East (1) 6:13
correctly (3) 13:15;20:7;104:6	CRT00210 (1) 129:16	Defense (1) 7:19	Discussion (3) 76:21;81:13;129:21	easy (1) 98:9
cost (16) 39:2;43:4,12,21;44:5, 14;45:13,13;60:23,25; 67:8,12,13;83:18;84:5, 15	CRT00212 (1) 129:13	definitely (2) 66:23;70:20	display (4) 62:6,9,10,15	eat (2) 21:14,16
Costco (2) 35:3;41:1	CRTs (4) 71:8;85:5;98:9;118:11	degree (2) 17:10;18:3	distributed (7) 97:18,22;98:4;99:14, 25;100:6;117:10	eating (1) 21:21
Costcos (1) 36:16	curious (2) 44:1;49:13	delivered (1) 32:11	divorce (10) 10:3;22:8,9,23;23:15, 18;28:23;73:11;120:10; 121:9	economic (3) 45:10,16;75:11
counsel (19) 10:12;19:11,16,24; 20:22;25:5;47:10;74:21; 75:17;76:3;88:8;101:5; 112:16;119:17;124:25; 125:8,22;129:16;141:7	current (1) 8:12	delivery (2) 32:15;63:21	document (32) 23:23;24:3;29:11; 30:7;75:25;76:4,6,23; 77:4;81:25;87:22;88:2, 18;89:3,20,24;90:4,10, 14,17;91:2,9,13;121:22, 23;123:3,8;124:21,21; 125:13,15,21	economically (13) 43:16,17;44:1,2,16; 83:15,16;84:8,17;85:9; 86:2,13,25
counsels (1) 6:21	currently (4) 9:17;18:11,13;138:17	demand (1) 135:1	documents (10) 19:9;21:10,12,24; 76:14,23;89:5,9;90:1; 125:3	economy (1) 84:2
counsel's (1) 112:13	Customer (1) 40:8	department (1) 34:10	dollars (3) 42:7;70:1,9	edge (1) 33:14
Counties (1) 18:15	customers (7) 43:13,24;44:7,15; 45:14,15;46:1	Depending (2) 116:20;133:24	done (7) 35:20;48:25;49:1;	educating (1) 94:17
counting (1) 104:5	cut (1) 69:10	deposed (1) 10:2	documentation (4) 64:14,16,17;128:21	education (1) 17:23
country (2) 65:22;66:1	D	deposition (12) 6:16,20;19:8,23;21:6, 20;22:1,23;25:24;6; 77:17;88:3;142:7	documentation (4) 64:14,16,17;128:21	educational (1) 17:5
County (1) 6:7	dad (1) 92:16	depositions (1) 87:25	documents (10) 19:9;21:10,12,24; 76:14,23;89:5,9;90:1; 125:3	effect (1) 107:7
couple (8) 11:25;42:7,20;46:24; 47:8,20;126:17;130:4	damaged (12) 38:21,25;83:13,21; 84:1,7,17;85:9,20;86:2, 13,25	describe (1) 58:24	dollars (3) 42:7;70:1,9	effort (1) 71:17
course (2) 11:7;77:16	damages (3) 25:7,9,17			either (12) 28:9;53:14;55:7;57:3; 59:14;64:18;72:7;76:13;

80:21;110:17;122:10; 133:15 electronic (1) 40:25 Electronics (18) 7:1,1,8,9;13:21;14:2; 7:18;21:34;24;71:25; 72:4,8,8;74:17;97:17; 103:22;133:2;138:12 eliminating (1) 29:10 else (13) 17:1,2;20:19,23;21:5, 13,19,25;32:25;49:22; 50:14;92:10;97:3 emergence (1) 135:3 employed (2) 18:11,13 encyclopedic (1) 88:19 end (8) 11:23;28:9;79:21; 83:19;109:23;110:1,17; 135:10 ended (1) 134:16 engaged (2) 107:6;108:1 enough (4) 45:23;113:18,21,24 entire (8) 109:16;110:5,7,11; 111:13;113:13,25; 115:18 entirety (2) 112:7;115:6 entities (4) 7:5;73:2;86:21;108:2 entity (2) 83:7;105:7 equitable (2) 51:15;59:1 Eric (1) 6:11 especially (1) 46:14 Essex (7) 9:4,5,9,10;33:7,13; 34:13 establish (1) 78:15 even (14) 14:12,18;15:15;16:2, 13;34:14;60:5;61:12; 70:14;107:13;108:2,17; 132:21;137:12 exact (5) 10:7;28:5;51:7;123:9; 134:15 exactly (3) 12:12;69:25;78:6 EXAMINATION (2)	7:24;130:3 examined (1) 7:21 except (2) 20:23;93:10 excuse (5) 46:5;67:5;94:20;95:6; 113:4 executed (2) 122:19;123:7 Exhibit (49) 23:20,24;29:7,11; 30:8;75:22,25;76:24; 77:9;79:5;80:10,20,21, 21;81:11,25;82:6,9,15; 83:3,4;87:14,22,24;88:2, 2,14,21;89:13,15,20; 93:5,6;95:6,7,13;125:10, 14;126:1,3,22;127:11, 21;128:19;129:1,11,14; 134:1;136:8 expect (2) 88:18;124:15 expecting (5) 123:21;124:3,7,9,14 Expense (1) 42:3 expensive (4) 41:10,11;42:5;68:25 experience (2) 96:4;133:24 expert (16) 45:21;75:12,12;84:11, 20;85:14;86:7,17;87:5; 112:19,21,22;113:16; 114:5;115:9,21 experts (1) 85:16 explain (2) 137:2;139:10 extended (4) 32:9;57:3,6;64:22 extent (7) 15:3;37:5;95:19; 101:4;111:22;119:18; 141:6 eye (2) 51:24;52:2	fair (5) 64:13;77:3,8,13; 141:10 fairness (1) 122:24 family (2) 92:12,12 far (10) 26:16;27:4;57:20; 61:21;62:18,20;63:18; 65:23;70:18;137:6 farm (2) 92:12,14 features (1) 37:2 February (2) 69:20;78:2 feel (4) 10:22,24;137:11,13 fees (1) 122:16 Fernald (1) 6:11 few (5) 7:25;51:14;88:5; 90:11;128:1 figure (1) 126:24 File (1) 89:18 filed (5) 71:6,21;91:9;105:19, 24 filing (6) 101:17;103:4;105:16; 122:3;123:10,14 filled (1) 71:2 final (1) 23:16 financial (4) 123:18;124:10;138:2, 4 find (5) 52:18,25;53:5;91:6; 140:25 fine (1) 123:3 finish (10) 11:12,14;24:21;44:11; 46:13;53:7;70:21;99:10; 101:20;125:20 finished (2) 11:9,10 first (21) 8:1;18:25;22:22;23:1, 4,7,10;25:22;30:18; 66:22,23;73:9;77:3; 82:11;109:8;119:1; 123:15;125:18;128:12, 14;135:8 fit (3) 27:17;58:1,21	five (3) 33:8,9,10 fix (7) 94:6,21;106:15,21; 107:8;108:1;109:7 fixed (2) 108:16;109:25 fixing (1) 117:6 flat (8) 26:4,5,6;40:22;50:8; 132:19;136:3;138:7 floor (1) 62:7 focus (1) 25:21 follow (1) 112:12 following (1) 121:4 follows (1) 7:22 follow-up (2) 11:25;63:15 forget (1) 138:10 form (71) 12:19;13:24;15:17; 16:3,15;21:7;22:3;24:7; 31:25;37:4;39:6,24; 43:18;44:18;45:17; 46:11;47:1;49:15;56:6; 58:17;59:4;65:18;66:7; 67:23;68:10;71:2;73:12; 74:7,10,23;75:4;83:22; 84:9,18;85:11;86:4,15; 87:2;90:21;96:12;98:13, 24;99:16;100:11; 101:24;102:18;105:1; 107:15;108:6,19; 110:13;113:14;114:2; 115:7,19;121:2;123:23; 124:17;130:25;131:9, 22;132:9;133:20; 135:18;137:15,23; 138:24;139:14;140:11; 141:15,25 former (1) 8:25 forth (2) 61:12;95:6 Forty-two (2) 70:5,6 found (2) 95:8;125:7 foundation (31) 13:25;14:15;16:4,16; 24:8;32:1;44:20;45:20; 46:12;56:7;65:19;66:9; 84:10,19;85:13;86:6,17; 87:3;98:25;102:20; 105:3;107:16;108:4; 113:15;114:4;115:9,20;	135:19;138:25;139:16; 140:13 four-year (1) 18:3 Francisco (1) 6:8 free (3) 10:22,24;84:1 Friday (5) 19:25;20:1,2,23;23:6 friend's (1) 30:18 front (6) 37:16;52:2;77:4,6; 82:12;88:6 full (1) 115:16 function (1) 36:12 further (11) 34:9;129:18;131:16; 136:25;137:4,9,14; 138:21;139:11;140:10; 142:3
G				
				gears (1) 140:18 Geez (1) 27:20 general (3) 15:23;26:24;135:21 generally (1) 27:19 Gold (1) 48:18 Goldsbrough (2) 6:17;7:13 Good (11) 6:11,24;7:25;8:5,6; 9:24;10:10;32:20;59:3, 23;60:6 good-faith (3) 102:15;103:2,10 Gosh (2) 85:15;90:15 graduate (2) 17:13,21 graduated (1) 19:4 GRALEWSKI (137) 7:14,14;12:19,23; 13:24;14:5,9,14,19,25; 15:17,21;16:3,15;20:6,8; 21:7;22:3;23:2;24:7,20, 23;25:2;26:8,12;31:25; 37:4;39:6,14,24;40:2; 43:18;44:3,10,18;45:2,7, 17;46:11;47:1,10;49:15; 53:6,9;56:6;58:17;59:4; 65:18;66:7;67:23;68:10; 72:23,25;73:12;74:7,10,

21;75:19;76:3,11,19; 83:22;84:9,18;85:11; 86:4,15;87:2;88:9; 90:16;91:4,21;95:15,18; 96:12;98:13,24;99:16, 22;100:7,11,14;101:3, 24;102:9,18;103:6; 104:3,7;105:1,9,20; 107:15;108:4,19;109:1; 110:13;112:9;113:14; 114:2,12,16,19;115:7, 19;116:1,4,11,20,25; 119:3,15;120:15,18; 121:2,15;122:11; 123:23;124:5,16; 125:20;129:10;130:25; 131:9,22;132:9;133:20; 135:18;137:15,23; 138:24;139:14;140:11; 141:5,15,25;142:5	heard (7) 43:6,11,14,15,20; 105:5;133:23 help (2) 76:19;137:5 here's (3) 45:10;89:23;91:14 high (1) 17:13 higher (7) 60:25;61:1,4;67:21; 68:2;69:4;70:13 Highway (1) 8:20 hold (1) 44:10 home (7) 8:12;9:20;18:18; 28:23;32:12;132:18; 139:4 Homes (2) 18:18;92:9 honestly (1) 68:13 hook (1) 38:16 hospital (2) 18:17,17 hour (4) 6:4;19:21;20:15,17 house (2) 30:19;32:21 Huh-uh (6) 20:25;26:7;32:16; 60:21;61:6;66:14 hypothetical (27) 44:20;45:9,19;84:21; 85:12;86:6,16;87:4; 108:20;113:15,23;114:4, 24;115:8,15,20;131:6, 10,17,23;137:25;138:15; 139:1,6,15,24;140:12 hypothetically (4) 85:6;86:20;108:16; 113:6	36:25 immediate (1) 49:5 implement (1) 85:18 implemented (1) 85:7 important (2) 11:5;37:2 improper (1) 98:18 Inc (1) 103:22 incentive (1) 45:14 incentivize (1) 44:15 inches (4) 27:17,19;28:5;70:6 include (4) 12:7;29:2;31:16;96:24 included (4) 89:13;90:14;91:2; 118:11 includes (1) 104:15 Incomplete (18) 44:19;45:19;84:20; 85:12;86:5,16;87:4; 108:20;113:15;114:3; 115:8,20;131:10,23; 137:24;138:25;139:15; 140:12 incorporate (1) 86:23 Incorporated (2) 7:9;72:9 incorrect (2) 83:20;84:1 increase (1) 86:22 increases (2) 85:8;134:25 indicated (1) 24:12 indicates (1) 128:19 indication (1) 83:4 indirect (9) 11:22;87:23;88:22,24; 109:18;110:9;111:15; 125:15;136:22 indirectly (1) 92:20 industries (1) 74:5 industry (9) 19:5;71:23;72:1,3; 74:16,17,18,18;75:12 Infection (1) 18:10 information (17)	29:24;33:23;54:14; 89:12;90:14;91:1; 100:22;112:17,20,24; 113:18,21,25;126:12; 128:25;129:1,3 injured (3) 38:24;92:23;136:23 injury (7) 136:25;137:4,9,14; 138:21;139:11;140:10 in-person (1) 20:20 inside (5) 12:3,4;94:18;140:24; 141:2 instance (4) 37:24;38:12;93:14; 133:4 instead (3) 26:9;113:9;115:15 instruct (4) 101:3;119:16,19; 141:5 instructed (1) 112:10 instruction (1) 120:16 instructions (1) 121:3 intent (2) 21:18;41:20 intentionally (2) 24:25;63:17 interacted (1) 72:14 interaction (1) 40:17 interactions (2) 40:5;72:6 Internet (3) 33:24;54:8,13 interpose (3) 14:25;98:16;102:9 Interrogatories (1) 125:18 intersect (1) 33:11 into (16) 28:25;43:13,24;44:7; 45:14;49:19;68:22; 69:21;79:22;82:4;85:2; 86:24;113:18;128:2; 129:9;136:18 introduced (1) 87:25 introducing (1) 88:1 introduction (1) 106:5 investigate (7) 33:18;53:19;59:16; 71:17;74:17;101:17,23 investigated (5)	96:5;102:4;105:15,19, 24 investigating (1) 75:9 investigation (2) 71:14;112:23 invoice (1) 64:15 involve (3) 10:11;12:17;13:3 involved (9) 16:8,23;18:20,23; 19:5;22:24;74:5;87:7; 112:18 involvement (1) 122:6 Isle (1) 18:15 issue (4) 109:16;110:5,7; 111:13 issues (1) 59:10 item (3) 16:8;32:4;44:14
Grand (1) 18:15 Great (2) 11:17;24:23 guaranteed (1) 46:3 guess (20) 16:19;27:5;30:22; 32:20;39:16;44:22; 45:25;57:25;68:7,9; 69:6;80:16;84:23;85:3; 89:8;90:23;91:6;101:14; 114:18;139:2	H			J
Haas (1) 8:10 H-a-a-s (1) 8:11 half (3) 8:18;9:2,6 handed (6) 23:23;29:11;75:25; 81:24;87:21;125:13 happen (1) 11:6 happened (1) 42:13 happens (1) 62:14 happy (2) 59:12;60:8 harassing (2) 141:16;142:1 hard (1) 90:20 HD (1) 135:21 head (1) 26:10 hear (1) 85:16	I			January (3) 69:18,20;78:2 Jeans (3) 108:14,15,18 job (1) 18:25 join (1) 73:25 jump (4) 11:8,9;32:24;42:22 Junction (1) 33:8
				K
	idea (6) 10:10;39:8;55:17; 68:5;80:22;136:7 identification (6) 23:21;29:8;75:23; 81:12;87:15;125:11 identify (4) 6:22;71:10;141:12,22 ignore (1) 88:6 illegal (1) 117:19 imagine (2) 55:9,10 immediacy (1)			keep (2) 52:20;88:1 kid (1) 18:25 kids (1) 54:24 kind (5) 16:23;112:23;133:3; 138:7;140:18 kinds (1) 58:11 Kirby (1) 7:14 Kirkpatrick (16) 6:17;7:12,12,13; 20:12;23:9,11,13,17; 75:19;120:6,9;121:1,7; 122:4,10 knew (2) 61:22;96:16

knowledge (37) 16:6;22:20;26:24; 65:1,5;70:8;91:3;94:11; 95:1,5,8,12;96:2,3,7,9, 20,23,25;97:5;100:23; 101:7;102:11;104:20; 106:20;116:8;117:14, 23;130:22;133:5; 135:21,24;136:6;137:7; 141:12,17,21	28:23 left-hand (1) 30:25 legal (33) 12:20;15:22;16:5,16; 39:7;40:2;43:19;44:20; 45:20;49:16;83:23; 84:11,19;85:14;86:7,17; 87:4;90:22;102:19; 103:3;105:2;107:17; 108:5,20;113:16;114:4; 115:9,21;137:6,16; 139:1,16;140:13	34:1;39:9;41:3,16,19; 52:5,13;54:3;60:4;76:1; 79:20;82:6;88:14;90:18; 91:25;97:14;116:18; 121:22;122:20;123:3,8; 125:2,14;126:15; 130:14;133:14;136:13; 140:24;141:2 looked (10) 37:11;48:5;52:17; 68:22;69:1;70:14;80:9; 133:7;138:14;139:3 looking (10) 26:17,17;76:4;79:8; 80:20;83:3;91:16,18; 93:22;103:19 looks (2) 82:17;127:4 Los (1) 6:14 lose (1) 124:14 loss (2) 43:6,9 lot (9) 21:17;29:24;44:7; 51:13;55:24;62:14; 85:23;87:7;121:9 loud (1) 109:10 lower (9) 55:15;56:1,3;62:16; 67:20;68:2;69:7;70:13; 84:6 Ltd (1) 97:17 Ltd's (1) 125:18 lunch (1) 116:14	makes (3) 83:18;91:20;103:11 making (11) 13:10;39:2;97:24; 103:4,4,5,11;104:18; 107:12;109:21;114:23 MALAISE (18) 7:10,10;129:22;130:3; 131:5,12;132:2,13; 133:25;135:25;137:19; 138:3;139:5,20;140:17; 141:10,19;142:3 manipulated (1) 109:25 manner (1) 110:1 manual (1) 27:21 manufacture (5) 71:7,11;100:9;105:11, 13 manufactured (40) 13:21;14:3,8,13;27:2, 12;50:16,18;79:10; 80:23;81:1,3,5,9;83:5,8; 86:10;97:17,21;98:3,21; 99:5,14;100:5,24; 101:22;102:5;104:11,21, 24,25;105:7,8;107:14; 108:3;140:1,21;141:4, 14,23 manufacturer (1) 71:3 manufacturers (5) 13:11,16;82:18;85:5; 98:12 manufacturer's (11) 32:7;55:5,11,15,19,23, 25;56:3;64:25;65:6; 70:16 manufactures (1) 49:7 many (5) 19:15;24:16;25:8; 27:17,18 MARCH (5) 6:1,4,15;118:7;134:17 Margaret (6) 6:21;7:18;8:10;23:25; 126:11;142:7 M-a-r-g-a-r-e-t (1) 8:10 marked (13) 23:20,23;29:7,11; 75:22,25;76:24;81:11, 25;87:14,22;125:10,13 market (4) 41:9;84:1;132:21; 133:15 marketed (5) 97:17,22;98:4;99:14; 100:5 Mary (4)	7:12;19:14;91:11; 120:5 MasterCard (1) 48:18 matter (2) 6:17;112:3 may (9) 10:23,23;16:9;63:16; 69:7;76:5;101:21;127:9; 129:20 maybe (5) 52:6;57:11;77:10; 79:20;114:19 McAllister (2) 7:4,4 McInerney (1) 7:15 mean (15) 12:12;26:3;32:24; 35:17;42:12;58:24;68:8; 69:10;73:17;95:8; 101:14;112:15;132:14; 135:12;137:3 meaning (1) 96:3 means (1) 31:7 meant (1) 112:17 measured (1) 27:19 meet (2) 19:11,15 meeting (5) 19:20;20:16,19;21:1,5 meetings (1) 21:13 members (4) 109:17;110:8;111:14; 136:21 memory (2) 27:24;88:19 mention (1) 76:4 mentioned (5) 25:22;35:2;42:18; 54:17;130:7 met (5) 7:25;19:19;23:2,3,10 Meyers (1) 7:7 microscopic (2) 76:16;82:4 might (3) 11:6;51:25;125:3 mind (2) 51:15;60:6 minute (5) 27:23;29:13;37:21; 51:25;126:14 minutes (1) 8:1 mischaracterized (1)
L				
Lacks (31) 13:25;14:14;16:4,16; 24:8;32:1;44:20;45:19; 46:12;56:7;65:19;66:9; 84:10,19;85:12;86:6,16; 87:3;98:25;102:20; 105:2;107:16;108:4; 113:15;114:4;115:8,20; 135:18;138:25;139:16; 140:13 Lane (1) 8:20 large (1) 66:6 last (9) 19:19,20;20:14,16; 23:3;74:21;90:11;109:2; 133:10 lasted (1) 20:16 late (1) 130:10 later (1) 69:21 lawsuit (20) 11:21;22:7,12,13,24; 24:12,13;52:15;71:6,21; 73:10,20;74:1,20; 103:10;105:16,19,25; 119:11;120:13 lawyer (2) 23:14;119:25 lawyers (1) 102:12 layperson (1) 45:25 LCD (17) 40:22,22;41:2,5; 61:17;68:24;69:2,4,12, 14;130:8,18,23;131:18, 21;132:6;133:19 leader (2) 43:7,9 learned (1) 119:2 least (2) 21:18;135:9 led (2) 28:21;122:6 left (1)	less (3) 84:15,16;135:20 level (1) 18:5 levels (1) 117:9 life (2) 18:19;108:10 liked (2) 58:1;67:1 line (1) 30:2 lines (1) 71:15 list (1) 59:20 listed (3) 124:21;126:24;128:25 lists (1) 126:11 litigation (4) 6:18;79:3;83:1;88:11 little (8) 51:25;71:2;76:9;88:5, 15;131:16;139:22; 140:18 live (1) 8:19 lived (5) 8:16;9:12,13,15;92:6 living (4) 33:4,5;42:15;131:4 LLC (1) 6:17 locate (1) 64:18 located (4) 6:13;33:6;65:21,25 location (1) 51:1 locations (1) 65:25 long (9) 8:16,25;9:5,12;19:20; 20:14;23:13;32:5;92:15 longer (3) 42:15;139:12;140:1 look (37) 21:24;24:1;27:20,23; 29:13;30:23;33:21,23;	ma'am (1) 134:8 Magnavox (61) 25:14,14,17,21,22,24; 26:6,14,20;27:4,6,9,13; 28:3,7;29:2;30:9;31:19; 32:18;33:19;35:6;37:20; 40:5,21;42:19,23,24; 46:7,21,25;47:9,17;50:6, 24;52:6;53:15;55:18; 56:12;57:23;59:2,14; 62:3,6,25;64:4;67:20; 79:19;80:1,15;82:10,19; 93:4;113:1;127:16,22; 128:9,11,17;129:15; 141:20,22 maintain (4) 94:6,22;106:15;107:8 maintaining (1) 117:7	M	

75:3 mischaracterizes (2) 95:19;96:14 misheard (1) 119:6 misleading (4) 96:13;102:20;124:17; 137:24 Missouri (7) 17:11,12,15,17,18; 92:11,13 misstate (1) 47:5 Misstates (12) 21:8;22:4;32:1;37:5; 45:18;47:2,3,12;59:5; 110:14;121:3;137:24 model (4) 62:6,7,10;77:9 modern-looking (3) 132:12,14,15 mom (1) 92:16 moment (3) 76:1;87:10;88:14 monitors (4) 71:19;118:5,10,15 month (1) 79:22 months (6) 42:20;46:24;47:9,20; 51:14;128:1 more (20) 39:15,17,20;41:10,11; 42:4;46:1,2;51:13; 59:22;62:11;66:2;68:25; 91:20;92:21;132:18; 135:5,12;138:7;139:22 morning (5) 6:11,24;7:25;8:5,6 most (2) 110:18;135:22 mostly (1) 18:18 move (1) 113:11 moved (4) 28:24;30:18;79:22; 128:2 much (16) 28:13;42:25;51:5; 54:15;60:19;61:1,5; 64:10;67:3,8;69:23; 79:25;80:4;88:14; 111:19;114:9 Myers (1) 6:25 myself (2) 8:2;79:23 mysteries (1) 29:10	N name (5) 6:11;8:2,8;20:6; 138:10 named (1) 72:17 nearby (2) 34:5,11 need (8) 32:22;38:10;42:21; 54:25;63:2;88:15; 131:15;134:15 needed (4) 32:22;35:22;49:5; 54:22 negotiate (5) 56:13,25;65:15;66:4, 12 new (13) 28:22;42:6;61:22; 62:21;88:2;131:19,20; 133:3,11;135:4;138:16; 139:7;140:4 newer (1) 41:9 newspaper (2) 33:21;95:9 night (5) 19:19;20:16;23:3; 42:11,12 Ninety-two (1) 116:2 noncompetitive (1) 117:8 None (1) 123:20 normally (3) 36:4;53:19,23 North (2) 132:23,24 note (1) 88:4 notes (2) 88:6,10 Notice (1) 23:25 November (10) 30:21;41:25;47:20; 69:18;118:7;127:1,13; 134:19;135:10,14 number (4) 26:18;77:9;88:3;129:9 numbers (6) 76:6,12;82:2;93:23; 129:13,16 nurse (3) 17:7;18:14;108:12 nursing (3) 18:2,3,9	O o0o- (3) 6:2;7:23;142:11 oath (5) 10:13;63:12;81:21; 87:20;111:5 Object (72) 12:19;13:24;15:17; 16:3,15;21:7;22:3;24:7; 31:25;37:4;39:6,24; 43:18;44:10,18;45:17; 46:11,14;47:1,2,11; 49:15;56:6;58:17;59:4; 65:18;66:7;67:23;68:10; 73:12;74:7,10,23;83:22; 84:9,18;85:11;86:4,15; 87:2;90:21;96:12;98:13, 24;99:16;100:11; 101:24;102:18;105:1; 107:15;108:6,19; 110:13;114:2;115:7,19; 121:2;123:23;124:16; 130:25;131:9,22;132:9; 133:20;135:18;137:15, 23;138:24;139:14; 140:11;141:15,25 objection (15) 14:9,14,19;15:1,21; 39:14;44:12;95:18; 98:17;102:10;113:14; 116:11;120:15;124:5,6 objections (9) 14:5;44:3;91:4;99:22; 103:6;105:9;109:1,3; 125:17 objective (1) 50:5 obligation (1) 10:14 obsolescence (2) 135:2,11 obsolete (3) 135:15,16;139:25 obtained (1) 117:11 off (15) 46:21;59:20;63:3,6; 69:10;76:21;81:13,15; 87:9,12;110:19,23; 129:21,22,24 offer (2) 57:2;141:2 offered (1) 60:22 old (1) 42:14 O'Melveny (2) 6:25;7:7 once (1) 19:17 One (52)	10:4,5,22;11:24;21:4; 25:14,14,22;26:2,14; 30:2;34:13;37:21;44:14; 48:4;49:3,3;51:4,25; 52:3;54:22,23;62:10,12; 65:5;66:2,22,23,24; 70:11;79:21,23,23;80:6, 7,25;86:20;89:8;90:1,6, 7;92:21;103:18,20; 106:2;110:11;122:14; 124:13;128:3,7;132:3; 139:18 ones (1) 35:2 one's (2) 31:4,4 only (6) 19:23;39:8;75:14,15; 78:18;115:16 open (1) 26:19 opened (2) 50:13;112:4 opening (1) 26:18 operation (1) 59:12 opinion (3) 132:5;135:15;140:13 options (1) 58:14 order (3) 43:13,23;44:15 original (4) 121:24;122:1,3; 123:11 others (3) 71:22;74:6,19 Otherwise (3) 119:19;124:10;141:7 out (17) 21:14;29:24;34:15; 62:23;63:22,24;71:2; 76:15;93:15;95:9;96:17; 109:10;131:6,12,18,19; 140:25 over (9) 11:6,11;33:7;49:2; 68:6,18;69:25;70:9; 125:8 overall (1) 67:11 overcharge (13) 109:16;110:5,7,11; 111:13,23;112:7;113:7, 13,23;115:5,15,18 overcharges (1) 111:24 overview (1) 17:5 own (7) 9:20;12:2;92:9,11; 95:9;101:7;102:11	owned (1) 92:15 P page (32) 77:3,8;79:9;82:11,15; 91:13,14,14,17;93:22, 22,23;95:23;97:7; 103:17,20;107:1; 111:10;115:25;116:15; 126:1,2,8,9;127:21; 128:19,25;134:3,3,7; 136:10,16 pages (1) 88:19 paging (1) 125:21 paid (36) 28:13,19;29:2;30:13; 31:14;39:4,5,13,23; 42:25;46:6;48:10,13,23; 51:13;52:7,10;55:14; 60:6,19;61:4;64:10; 69:23;78:9;80:1,4;84:6, 16;110:16;111:20; 113:1,10,21;114:23; 115:3,14 paper (4) 41:12,14,16,19 Paragraph (38) 91:12,15,16,25;92:2, 18;93:21,25;94:2,19; 96:19;97:9,21;99:10; 103:17,18;106:4,8; 107:2,3;109:5,5;111:8, 12;116:6,16,19,22,24, 25;117:2,15;134:2,10; 136:9;138:20;139:11; 140:7 paragraphs (2) 91:21;95:4 Park (1) 6:13 part (6) 13:8;88:18;91:6; 92:12;98:1;100:2 participate (2) 119:10;120:12 participated (3) 22:15,18;86:11 participation (2) 12:6;24:13 particular (1) 44:14 parties (1) 6:21 parts (1) 49:18 pass (1) 86:22 passed (14) 92:16;109:17;110:6,7,
---	---	---	---	--

12,17;111:14,24;112:6; 113:13;114:1;115:5,16, 18	place (8) 6:16;18:16,17;33:10; 42:14;52:20;60:12,15	price (50) 13:4;15:15;30:8; 32:20;36:4;39:3,5;51:7, 11;55:5,11,14,16,20,21, 25;56:2,14,18,19,25; 58:1,21,24,25;59:3,6,23; 60:6;61:3;62:16;65:15; 66:12;67:12,16,21,21; 69:2,4;84:15;85:8; 86:23,23,24;106:21; 108:1,17;127:13,17; 134:25	106:16;117:10;118:13, 15;132:25;133:4,12; 135:3,10,14,16;136:1,5	purpose (2) 41:17;79:3
passing (1) 115:16	places (2) 52:22,23	11:55:5,11,14,16,20,21, 25;56:2,14,18,19,25; 58:1,21,24,25;59:3,6,23; 60:6;61:3;62:16;65:15; 66:12;67:12,16,21,21; 69:2,4;84:15;85:8; 86:23,23,24;106:21; 108:1,17;127:13,17; 134:25	professional (2) 18:19;19:3	purposes (2) 82:25;83:1
past (1) 20:1	plaintiff (11) 7:13,15;11:20,23; 22:7,11;73:10;103:10; 119:11;126:10;136:21	66:12;67:12,16,21,21; 69:2,4;84:15;85:8; 86:23,23,24;106:21; 108:1,17;127:13,17; 134:25	program (1) 18:4	put (3) 32:13;49:19;113:11
pattern (1) 9:7	Plaintiffs (10) 94:4;106:10,13; 109:17;110:6,8;111:14; 123:22;124:3,10	86:23,23,24;106:21; 108:1,17;127:13,17; 134:25	promised (1) 123:17	Q
pause (1) 46:14	Plaintiffs' (5) 87:23;88:7,22,25; 125:16	price-fixed (4) 13:5,17;14:17;15:15	pronounce (1) 20:6	quality (1) 133:18
pay (10) 9:22;32:15;35:16; 39:20;51:5;63:21;64:1, 5,7;92:13	plasma (4) 41:21,22,23;61:19	price-fixing (7) 11:22;12:11,14,18; 16:13;83:18;86:12	proof (1) 52:18	quantities (3) 65:12,17;66:6
paying (2) 110:18;122:16	play (1) 37:10	prices (15) 39:9;54:14;59:17; 66:5;68:5,17,24;70:14; 85:6;94:7,22;106:16; 107:8;109:25;117:9	properties (1) 92:10	quick (1) 130:5
pending (2) 100:8;114:21	player (4) 37:13,23;57:10,11	price-fixing (7) 11:22;12:11,14,18; 16:13;83:18;86:12	property (3) 92:11,15;136:24	quickly (2) 48:25;49:1
people (8) 16:7,8;46:2;49:18; 133:24;135:12,21,22	players (1) 37:10	pricing (1) 13:12	provide (4) 89:12;90:13;91:1; 100:21	R
percent (1) 51:2	please (4) 6:22;7:17;8:9;107:24	primary (1) 9:18	provides (1) 96:5	RadioShack (38) 28:12;30:3;33:2,6,16; 35:13;36:18;40:11,15, 21;42:25;43:3;46:5,6; 48:1;50:20;54:2;55:1; 58:3;60:19,22;61:3; 64:1;65:10,14,21,22; 66:4;84:4,14;111:20,23; 112:6;113:1,8,21; 114:23;115:14
percentage (1) 67:11	pm (1) 142:10	print (1) 76:15	proximate (1) 136:19	RadioShack's (4) 43:4;60:23,25;85:4
period (11) 92:19;94:5;100:5; 104:4;106:14;117:18; 118:6,7;134:11,13;135:9	point (14) 10:24;25:1;37:10; 41:7,20,24;42:1,9;53:18; 59:25;60:1,3;82:3; 124:20	printed (1) 76:15	purchase (47) 12:7;24:14;25:18; 28:7,11;30:3,8;31:4,9; 32:7,9;37:19,22;38:21, 25;40:6;42:18;43:14; 47:16,24;48:24;49:24; 53:12,14,16,16,22;57:5, 8,12,15,24;64:22;65:3; 67:19;69:14;70:2;80:15; 83:14;86:13;87:1,127:1, 22;128:12,20;138:9; 140:15	raise (6) 85:6;94:6,21;106:15; 107:8;109:7
permitted (1) 116:22	popular (1) 135:5	prior (9) 41:18;53:12;74:15; 87:25;88:3;95:19;96:14; 122:3;137:24	purchased (56) 12:1;24:17;25:8; 30:16;31:19;32:3;33:19; 35:6,12;36:1,8,24;37:18; 38:7;40:20;46:23;47:8; 49:22;50:19,24;52:18; 53:10,25;54:18;59:7,15; 60:3;61:7,16;66:16,20; 67:21;69:9,12,16;77:24; 78:8;79:6,15;83:11; 85:10;86:21;92:20;93:3, 8;96:17;97:2;109:24; 111:19;112:8;118:5,18; 127:5,12;128:16;130:13	ramifications (1) 137:6
person (3) 21:5;75:14;109:24	posed (1) 45:9	privilege (1) 112:11	rather (1) 88:1	ray (1) 6:18
personal (24) 94:11;95:1,5,8,12; 96:2,3,7,7,20,23,25; 97:5;100:23;101:7; 104:20;106:20;116:8; 117:14,23;137:7;141:12, 17,20	possible (5) 52:7,9,10,11;91:6	probably (4) 9:24;10:10;40:14; 130:21	read (24) 15:7,10;82:4;90:6,6; 91:10;94:12,20;95:9; 96:4;101:10,11;104:1; 107:2;109:8,11;114:20; 116:5,7,22,24;127:7; 129:9;136:18	reading (3) 104:8;115:23;134:24
personally (9) 6:8;67:3;72:21;73:6; 74:14;75:10;103:1; 137:13;142:2	posted (1) 31:5	problem (1) 67:6	reads (2) 94:3;111:12	really (16) 13:7;31:21,22;33:20; 34:12;42:9;48:1;55:13; 65:25;68:13;69:7;85:22, 24;90:7;124:1;133:14
persons (1) 75:15	potential (1) 46:2	proceeding (1) 73:11	proceedings (1) 142:9	reason (9) 10:18,21;24:5;36:21; 86:22;92:23;113:8; 114:7;131:2
perspective (1) 85:4	potentially (1) 135:4	produced (5) 26:3;64:13,17;76:14, 16	purchasers (1) 118:14	rebate (4) 32:6,7;70:16;71:3
Philips (3) 7:11;141:14,23	preamble (1) 98:17	product (26) 12:2;13:17;16:2,11, 13,14;32:11;43:12; 45:12,13;57:3,8;63:18, 22;70:16;79:7,15;83:11; 84:5;93:12,18;98:1,2; 113:9,11;127:12	purchases (10) 30:1,2;54:11;64:19; 65:11,11,16,16;66:5; 97:1	
phone (3) 20:2,10,12	preparation (4) 19:22;21:20,21,25	production (1) 16:7	purchasing (8) 28:22;41:5,20,22; 53:20,21;66:6;130:14	
phrased (2) 96:13;124:18	prepare (2) 19:7;21:6	products (35) 25:7,8,11,19;37:19,22; 38:4;45:15;53:20;57:9, 12;58:3,12;60:4;92:21; 93:2;94:7,22;97:19; 99:25;100:2;104:14;		
picture (6) 77:6,9;78:16,19; 82:10,12	present (1) 9:14			
pictures (7) 76:25;78:24;79:2; 82:22;129:12,14;135:22	pretend (1) 88:7			
Pine (1) 8:14	pretty (1) 10:10			
	prevail (3) 123:22;124:3,11			
	prevention (1) 18:10			
	previously (3) 19:10;21:10;87:14			

recall (16) 32:2,5;54:4;57:4,14, 17;66:25;70:19;71:4; 89:15,16;90:4,10; 124:19;133:12,14	22 refurbished (1) 62:1 regarding (16) 94:12,21;95:2,5,13; 96:2,9,20,25;97:3; 112:18;116:9;117:15, 24;129:15;130:5 registered (1) 17:6 reintroduce (1) 8:1 Relatively (1) 128:6 relevant (1) 92:19 relied (18) 72:20;73:5;74:12; 75:5;94:14,15;99:6; 100:21;101:19;102:1; 104:19;105:17;106:23; 107:18;112:1,16,20,23 rely (3) 72:22;75:7;94:16 relying (1) 107:21 remember (27) 24:20;26:8;27:16; 30:17;31:21,22;34:3; 36:5;38:13,18;40:23; 47:25;48:1;53:6;55:3,7, 13;56:5,10;57:25;58:2; 66:19,22;71:1;78:6; 90:2;140:20 REMEMBERED (1) 6:3 remind (4) 10:13;63:12;81:20; 111:4 reminding (1) 87:19 rent (1) 9:21 repeat (9) 12:25;47:6;61:2; 63:18;79:13;84:12; 105:4,22;107:23 rephrase (2) 45:5,6 replace (1) 131:21 replacement (1) 93:16 Reporter (15) 6:7;7:16;11:3;15:10; 23:20,23;29:7,11;75:22; 81:11,24;87:21;88:5; 101:11;125:10 Reporters (1) 6:13 reporter's (1) 125:13 represent (7)	6:23;23:17;30:12; 31:14;118:1,14,18 representative (1) 72:7 representatives (2) 72:11,16 representing (3) 6:25;7:11,13 request (1) 24:4 requested (2) 15:10;101:11 requests (2) 124:21;125:4 required (1) 84:24 research (14) 21:23;53:11,20,23; 71:7,9,18,22,25;72:3; 74:4,16;75:10;96:18 residence (4) 9:17,18;60:13,16 resident (2) 92:3;96:21 residing (1) 42:15 respect (15) 25:6;60:18;63:2; 99:12;111:18;130:13; 131:5,17;133:2;135:16, 25;138:8;140:17,19; 141:20 respond (1) 114:13 Responses (2) 125:17;127:7 responsive (2) 125:3,8 restate (1) 45:7 restraint (1) 117:5 result (2) 83:14;136:19 retail (18) 18:23,24;19:5;55:5, 11,15,20,23,25;56:4; 72:3;74:18;108:11; 132:24;133:11;138:10; 139:8;140:3 retailer (2) 43:12;45:12 retailers (1) 59:16 retained (1) 123:13 retention (3) 122:10,18;123:7 retracted (1) 112:22 reveal (5) 15:1;101:4;102:12; 119:17;141:6	revealing (1) 120:19 review (3) 91:8;134:5;136:13 reviewed (2) 19:9;21:9 reviewing (1) 21:12 rid (1) 113:10 right (50) 11:4;13:10;20:17; 25:21;28:2;35:22;39:21; 43:23;44:6;46:23;61:14; 62:12,17,23;66:3;73:22, 24;77:12;78:5;79:25; 80:3,9;81:6;85:25;89:2, 22;93:17;96:19;103:14, 18,20;104:8;108:15,23, 25;109:2,5,8;110:3,10; 116:1,8;118:11;121:11; 123:13;126:4,13;128:3, 18;134:16 RN (4) 17:8,24;18:7,8 Road (2) 6:5;34:10 room (9) 27:17;49:3,4;58:1,21; 128:7,9,10;131:4 roughly (3) 51:11;69:18;130:10	satisfied (1) 36:7 saw (4) 56:18;89:5,15;90:1 saying (3) 115:4;137:20;138:23 scenario (4) 86:3,19,24;115:17 school (2) 17:13;18:3 screen (5) 26:5,6;28:3;40:22; 50:8 screens (4) 26:4;132:19;136:4; 138:7 SDI (1) 125:17 SEAI (6) 104:11,21;106:21; 107:5,13;108:1 search (1) 125:2 searched (1) 52:23 Sears (3) 34:11,12;48:18 SEC (15) 97:16,21;98:3,11,11, 21;99:5,13;100:5,9,24; 106:21;107:5,13,25 second (12) 42:17;66:24;77:8; 79:23;92:17;94:2;97:13, 14;106:9;109:14; 111:11;134:23 secondary (1) 17:23 seeing (4) 89:24;90:4,10;133:12 seeking (4) 97:20;118:1,14,17 seems (5) 9:7;13:8;85:22,24; 87:7 sell (12) 34:5,25;41:2;43:12, 21;59:17;62:12,15; 71:11,18;108:13;113:9 selling (9) 18:24;40:21;44:14; 108:17;133:3,5,11,13; 138:11 sells (2) 45:12;132:25 sending (1) 71:1 sense (6) 43:16,17,25;45:10; 91:20;114:8 sentence (18) 92:17;94:2,13,20; 97:13,14;104:2,5,13;
			S	
			sake (1) 139:24 sale (8) 31:20,21;36:19;54:2; 55:2;63:19;72:4;113:11 sales (4) 29:3;31:16,17;64:8 salesperson (5) 36:2;56:14;57:2; 66:12,16 Same (40) 14:5,9,14,19;15:21; 39:14;44:3;50:5,22; 51:1,6,11,11,17,19,21, 23;56:13,23;60:5;62:3, 25;64:4;68:19;70:12; 88:1;91:4;99:22;103:6; 105:9;109:1,3;120:15, 15;121:3;124:5,6;126:8; 133:18;141:19 Sam's (3) 34:20,20,22 Samsung (14) 7:1,1,8,8;13:20;14:2, 7;72:8,8;97:16;103:21, 22;125:17;126:3 San (1) 6:8	

106:9,12;109:14;110:4; 4;111:11,12;134:23; 135:8 sentences (2) 104:6;109:9 separated (1) 130:23 separates (1) 132:6 September (5) 79:8,10,17;118:24; 119:4 serial (1) 26:17 serious (3) 73:18,21;74:1 service (1) 40:8 set (7) 64:2,5;66:16;78:17, 19;95:6;125:18 settle (1) 58:15 settlement (1) 22:19 several (3) 27:8;89:5;95:4 shaking (1) 26:9 shape (1) 75:3 Shelburne (1) 6:5 shelf (1) 39:10 shoes (1) 108:17 shop (2) 35:10;54:8 shopping (1) 54:5 short (2) 111:3,7 Shorthand (1) 6:7 shortly (4) 42:19;47:13,17;79:24 show (1) 28:6 side (1) 77:11 signed (3) 19:9;21:10;91:11 significant (3) 53:16,21;65:17 similar (1) 52:2 single (1) 45:13 sit (2) 137:11;141:11 sitting (4) 28:2;123:5;133:17;	141:21 situation (3) 45:10;138:2,4 size (5) 28:3;51:17,22,23; 58:21 sizes (1) 58:6 Slagle (39) 6:21;7:18,25;8:11,12, 16;10:1;11:18;17:4; 19:7;22:6;23:22,25; 24:11;29:9;47:4;63:11; 71:6;75:24;76:22;78:13; 81:19;87:19;88:4,13; 91:12;92:20;107:3; 111:3;112:9;118:2,21; 124:20;125:12;126:11; 129:19;130:4;142:4,8 S-l-a-g-l-e (1) 8:11 slow (1) 103:7 smaller (2) 52:1,3 sold (29) 35:14;43:3;46:9;58:3; 61:3;84:4,14;94:7,23; 97:17,22;98:4;99:14; 100:5;106:16;107:9; 108:3,10;113:22;115:3; 117:10;132:21;138:17; 139:3,7,8,13,18;140:16 somebody (2) 16:1;108:16 someone (2) 49:22;110:16 Sometime (2) 119:9;120:7 sometimes (5) 38:10;53:24,24;54:11; 62:10 somewhere (3) 19:1;77:11;90:24 son (14) 49:2;54:18,21;57:11; 58:21;60:8,10;66:20; 78:8;79:24;128:6,17; 130:18;131:3 son's (2) 128:9,10 sorry (19) 24:22,22;26:11;29:22; 32:24;42:22;44:11;47:3; 53:8;69:9;70:22;72:24; 25;74:8;84:9;91:18; 95:16;99:11;119:9 sort (1) 123:18 South (4) 8:14;9:18;30:3;33:13 Southwest (2) 17:11,15	space (1) 132:18 spare (1) 109:11 speak (1) 7:6 speaking (3) 86:20;128:6;136:2 special (1) 52:20 specific (7) 25:8;65:4;71:11; 88:16,17;90:1;94:19 specifically (5) 36:5;43:15;134:2; 136:9,15 specifics (1) 90:2 speculation (4) 65:19;66:9;67:24; 68:11 spell (2) 8:8,8 split (1) 28:23 spoke (5) 19:23;23:5,7;66:17; 72:15 spoken (1) 75:11 Springfield (1) 17:12 square (1) 52:1 stabilize (4) 94:7,22;106:16;107:8 stamp (1) 29:12 stand-alone (5) 12:2;93:11,18;98:4,8 standard (2) 64:25;65:6 standpoint (1) 45:25 start (1) 17:19 Starting (1) 134:23 starts (1) 106:10 State (10) 6:8,22;8:8,21;16:22; 17:11,15,17,18;28:5 statement (16) 29:16,19;30:23;48:14; 64:15;80:2,8,10,14;92:3; 100:7;103:15;126:22, 25;127:3,11 statements (2) 48:8,20 States (5) 94:8,23;106:17; 138:17;139:7	stating (1) 99:21 stayed (1) 68:19 sticker (1) 56:19 still (13) 14:12;36:10;59:8; 60:12,15;63:12;76:19; 81:21;84:22;111:5; 133:8;135:23;139:4 stock (1) 62:11 store (27) 19:1,2;40:16;43:13, 24;44:7,15,17;45:14,16; 46:1;50:22;54:4,5; 55:21;58:13;60:4;63:23, 24;66:2;108:11;132:25; 133:2,3,11;138:10,12 stores (14) 34:1,5,8,24;35:9; 36:15,18;40:25;41:2; 54:1;65:22;133:12; 139:8;140:3 straight (1) 85:3 Street (1) 8:14 streets (1) 33:11 strike (4) 25:23;32:17;83:12; 141:1 stuck (1) 131:3 stuff (7) 27:20,21;36:5;41:13; 44:9;79:20;135:22 Sub (1) 117:2 submitted (1) 27:21 Subparagraph (1) 117:17 Subpart (3) 116:19;136:16;138:20 substantially (1) 117:19 substitutable (1) 135:5 sue (10) 15:14;16:1,12;72:19; 73:3,7,20;74:5,19; 118:21 sued (4) 14:12,17;49:14;102:6 suggested (7) 55:5,11,15,19,23,25; 56:3 suing (2) 101:17;102:5 Suite (2)	6:5,13 Sunday (1) 41:19 superior (1) 135:4 Supplemental (1) 125:16 suppose (2) 29:4;84:2 sure (33) 10:7,11;13:1;21:15, 17;24:25;26:20;27:7,11; 35:1,3;36:20;41:3;45:8, 8,8;48:2,16;50:12,13; 51:3;59:23;64:8;66:17; 67:1;78:9;90:7;99:12; 101:9;104:8;114:25; 115:2;126:20 swear (1) 7:17 switch (1) 140:18 sworn (1) 7:20 Sylvania (70) 25:15,17;42:16;46:18, 21;47:8,16,24;48:11,23; 49:7,9,11,13,14,22,24; 50:3,10,12,17;52:8;53:1, 11,15,25;54:18;55:2; 56:13,23;57:5,10,24; 58:15;59:15;60:18;61:7, 9,10,14,16,21;62:6; 63:16;64:7,21;66:11,16, 24;70:15;77:2,15,22; 78:16;80:5;81:4,6; 83:10,14;84:5;93:5; 127:2,4,10;128:8,12,13; 129:12;140:19;141:13
T				
talk (6) 11:6,11;21:25;42:16; 85:16,17 talked (1) 40:25 talking (9) 12:12;37:20;38:14; 57:9;61:12,14;62:9; 72:25;121:9 tapes (2) 63:3;110:20 Target (3) 35:4;41:1;133:4 Targets (1) 36:15 tax (5) 29:3;31:16,17;64:7,8 taxes (2) 9:22;92:13 technology (2) 50:6;135:6				

telephone (1) 21:4	113:16;114:5;115:9,21; 121:3;126:19,20;130:6; 137:20,24	trade (1) 117:5	U	video (1) 142:7
television (179) 12:3,4;13:9;25:23,24; 26:15,25;27:3,13,15; 28:3,4,8,22;29:2;30:9; 13:31;20:32;3,19;35:12; 23,25;36:1,8,24;37:2,13, 18,20;38:7,8,11,22;39:1, 3,4,13,23;40:6,18,20,21; 41:6,18,22,23;42:10,14, 17,17;43:1,46:7,18,23; 47:16,24;48:11,11,23; 49:8,14;50:4,10,17; 53:11,15,15;54:1,18,22; 55:2,12;57:12,21;58:2,9; 59:8,15;60:12,18,20; 61:4,5,17,17,19,21,22; 63:16;65:7;66:21;67:9, 12,12,20;69:3,3,4,12,14, 24;70:4,12;74:18;76:25; 77:1,4,6,10,11,15,22,24; 78:7,8,16,19;80:15,23; 81:2,5;82:10,12,20;83:5, 8,10,14;84:5,7,15,16; 85:10;86:10,14,24;87:1; 93:4,5,10;94:18;112:8; 113:2;115:14;127:2,10, 17,22;128:8,9,14; 129:15;130:14,23,24; 131:7,8,13,14,19,20,21, 21;132:6,7;133:13,18, 19;137:21;138:5,9,13; 140:19,22,25;141:3,13, 23	testimony's (1) 99:8	travel (1) 18:16	unclear (1) 10:23	VIDEOGRAPHER (14) 6:10,12;7:16;63:5,8; 81:14,17;87:11,16; 110:22,25;129:23; 130:1;142:6
	thereafter (2) 47:13;79:24	true (4) 92:3;137:13;138:19; 139:10	under (6) 10:13;63:12;81:21; 87:20;111:5;113:22	videotape (1) 6:20
	thereof (1) 6:5	trust (2) 102:25;107:7	Understandable (1) 91:19	violations (1) 92:24
	thinking (1) 69:15	truth (3) 7:20,20,21	Unfortunately (1) 9:25	visit (1) 54:1
	Third (7) 87:23;88:22,25;89:19; 104:2,5;136:9	truthfully (2) 10:15,20	unintentionally (1) 11:7	Visiting (1) 18:14
	though (10) 14:12,18;15:16;16:13; 21:18;34:15;107:13; 108:2,17;137:8	try (5) 11:5,11;52:25;53:6; 71:10	United (5) 94:8,23;106:17; 138:17;139:6	W
	thought (6) 32:21;42:21;49:9; 52:12;59:3,21	trying (11) 37:8;52:18;61:9,11; 63:17;68:14;78:15; 100:1,3;116:13;127:6	University (4) 17:11,16,17,18	wait (3) 11:12,14;51:25
	thousand (3) 42:7;70:1,9	tube (22) 6:18;12:2;13:8,16,17; 25:25;27:13;50:4,10; 67:4,9,13;80:23;83:5,8; 93:9,15,16;98:1,1,5; 137:18	unlawful (1) 136:20	walked (1) 58:4
	threatened (4) 136:24;137:3,14; 140:10	tubes (48) 11:21,22;12:8,11,14; 13:16,21;14:3,8,13,18, 18;15:15,16;49:19;67:3; 71:12;75:10;85:7;86:21, 23;94:18;97:18,22; 98:12,21,22,22;99:15; 100:2,6,10,24;101:23; 102:5;104:11,17,21,24, 25;106:22;107:9,14; 108:2,3;118:6,19;135:23	unrelated (1) 88:10	wall (2) 58:5,11
	three (2) 20:24;21:2	Tuesday (1) 6:3	up (17) 7:6;26:18,19;39:2; 50:13;58:4;64:2,5; 67:16;68:18;83:19; 91:18;110:1;125:24; 126:2,3;132:18	Walmart (5) 34:18,18,19;41:1; 133:4
	three-year (1) 18:4	turn (6) 95:22;109:4;111:9; 115:24;116:15;126:1	upon (1) 72:20	Walmarts (1) 36:16
	throughout (2) 11:7;77:16	turned (1) 125:8	use (1) 139:4	wants (1) 90:16
	times (2) 19:15;55:24	TV (14) 32:22,22;33:20;35:22; 50:13;57:13;60:8;82:17; 109:24;128:3;130:8,13, 18;137:18	used (3) 132:25;135:24;138:11	warranty (8) 32:9;57:3,6;64:22,24, 25;65:6,6
	title (1) 23:24	TVs (8) 35:15;59:17;69:22; 96:17;133:23;135:13, 21;136:3	user (1) 11:23	way (18) 19:5;22:16;26:2,14; 65:5;70:11;71:23;72:1, 4,6;75:3;76:14;83:16; 90:6;92:9;106:2;124:13; 140:15
televisions (57) 11:24;12:7,18;13:4,5, 11,12;24:14,16;25:12, 13,16;27:19;28:24; 33:18,24;34:2,6,25; 36:19;37:9;40:22;41:2; 49:20;53:12;54:3;58:5, 14;59:18;60:15;65:11, 15;66:5;67:16;68:6,18, 24;69:16;71:18;93:3; 96:24;111:18,20;118:5, 10,15;130:20;132:17,20; 133:6;138:11,16,16; 139:7,8,12,25	titled (2) 87:22;125:15	types (1) 58:8	usually (1) 31:7	weeks (1) 90:11
	today (33) 6:23;10:11,18,24; 11:19;12:6;19:8;24:4,6; 54:10,15,16;59:8;67:20; 69:5,7;70:13;78:17,20; 93:4;114:17;123:6; 126:19;131:11;132:6, 21;133:5,7,17;135:16; 137:11;141:11,21	turned (1) 125:8	V	Welcome (2) 63:10;111:2
	together (4) 38:3;57:13;78:11; 79:21	TV (14) 32:22,22;33:20;35:22; 50:13;57:13;60:8;82:17; 109:24;128:3;130:8,13, 18;137:18	vacuum (1) 13:8	What's (5) 68:9;99:13;100:20; 109:21;110:10
term (1) 43:6	told (4) 37:1;45:9;47:7;90:18	TVs (8) 35:15;59:17;69:22; 96:17;133:23;135:13, 21;136:3	Vague (20) 22:4;24:8;44:19; 45:18;83:23;85:13;86:6, 15;87:3;90:22;98:25; 102:21;105:3;123:23; 124:17;131:1;132:9; 133:20;139:14;140:11	whatsoever (1) 123:20
test (1) 27:24	tomorrow (3) 131:7,12,18	two (19) 8:3;21:12;24:18,19; 25:10,11,11,12,16;31:2; 64:18;69:22;78:18;93:3; 96:23,24;109:9;111:18; 129:14	value (1) 51:15	where's (1) 134:15
testified (2) 7:21;80:17	took (3) 63:24;78:25;111:3	types (1) 58:8	VCR (3) 38:1,11;57:10	Whereupon (6) 63:7;81:16;87:13; 110:24;129:25;142:9
testifying (1) 140:20	top (4) 91:18;116:3;126:3; 134:6		VERMONT (22) 6:1,6;8:15,20,23;9:4, 12,13,15,22;30:4;31:17; 33:10;64:9;92:3,6; 96:21;117:11,20;118:2; 136:21,22	White (1) 7:5
testimony (31) 21:8;22:5;30:7;32:1; 37:5;45:18,21;47:5,12; 59:5;74:15;75:3;84:11, 20;85:14;86:7,17;87:5; 95:19;96:14;110:14;	Toshiba (1) 7:5			whole (5) 7:20;27:21;90:19; 116:22,24
	total (2) 30:12;31:14			Williston (5) 8:20,21,23;9:1,2
				win (1) 124:14

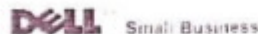
<p>wise (1) 25:4</p> <p>withdraw (1) 98:14</p> <p>within (14) 12:8;25:25;27:13; 37:13;39:10;89:13; 90:11,14;91:2;133:10; 140:21,25;141:13,22</p> <p>without (4) 15:3;35:24;119:18; 120:19</p> <p>witness (109) 7:17,19;12:22,25; 14:20;15:1,5,11,23;16:6, 19;21:9;24:10,22;25:3; 26:11;37:7;39:8,15; 40:1;43:20;44:4,22; 45:6,23;46:16;47:14; 49:17;53:8;58:20;59:6; 63:4;65:20;66:10;67:25; 68:12;72:24;73:14; 74:12;75:1;76:8;83:25; 84:12,22;85:15;86:8,18; 87:6;88:12;90:23;91:5, 23;95:17,21;96:16; 98:20;99:3,18,23;101:9, 12;102:1,13,22;103:7; 104:9;105:4,10,22; 107:18;108:7,22;110:15, 21;112:19,19,21;113:17; 114:13,15,18,22;115:11, 23;117:1;119:8,16,21; 120:17,21;121:4,17; 124:1,6;125:23;131:2, 11,25;132:11;133:22; 135:20;137:17;138:1; 139:2,17;140:14;141:9, 17;142:2</p> <p>woe (3) 114:12,12,12</p> <p>word (1) 11:4</p> <p>work (4) 9:23;84:2;136:1;139:4</p> <p>worked (4) 19:1,2;36:9;108:11</p> <p>written (2) 122:9;123:6</p> <p>wrong (1) 47:8</p>	21:1			
Y				
<p>Year (6) 8:18;9:2,6;30:23; 69:16;133:11</p> <p>years (2) 52:18;68:6</p> <p>Yep (4) 29:14;103:23;116:4; 134:22</p> <p>yesterday (1)</p>				

EXHIBIT 56

Page 1 of 4

Al Guttman

From: "Dell Inc." <SMB_OnlineOrder_Resolution@Dell.com>
To: <LAWSUITES@ATT.NET>
Sent: Monday, March 20, 2006 5:55 PM
Subject: Dell Order Confirmation - 881079786



Thank you
 for your recent purchase.



[Desktops](#) [Notebooks](#) [Printers](#) [Software & Peripherals](#) [Service & Support](#)

ORDER PROGRESS**Make the most of your system with our online classes!**

Includes courses such as Wireless Networking, Microsoft® Office XP, QuickBooks and more

We'd like to thank you again for your order. Below you will find your order details.

Track Your Order

To track your order and view your order details, visit [Order Status](#).

Customer number: 65289009

Order number(s): 881079786

Estimated shipping date¹: Friday, March 24, 2006

Online Support

[Customer Care](#)

[Rebate Information](#)

[Technical Support](#)

[Warranty Information](#)

[Contact Us](#)

Experience Dell

[Exclusive E-mail Savings](#)

[Shop Software & Peripherals](#)

[Learn about Dell's Award-Winning Service and Support](#)

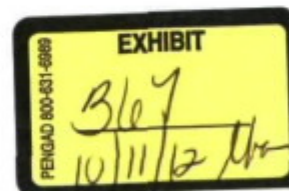
Your Purchase Information

Payment Method:
 Pay with one credit/debit card online

Bill To:
 Alvin Guttman
 Lawsuites@att.net

Shipping/Handling Method:
 3-5 Day Delivery

Ship To:
 Alvin Guttman
 Lawsuites@att.net



3/20/2006

CRT000907

Page 2 of 4

910 17th Street, NW 800
 Washington, DC 20006
 (301) 6067239 (work)

910 17th Street, NW 800
 Washington, DC 20006
 (301) 6067239 (work)

Order Details

Order detail - order placed 2006-03-20 22:35:55

Dimension 1100 P4**Intel® Pentium® 4 Processor****(2.80GHz, 533 FSB), Genuine****Windows® XP Professional**Qty: 1
Unit Price: **\$877.00**

Processor	Intel® Pentium® 4 Processor (2.80GHz, 533 FSB)	WP285B	[221-9743]
Memory	512MB DDR SDRAM at 400MHz	512M4	[311-5384]
Keyboard	Dell USB Keyboard	EK	[310-5324]
Monitors	17 inch E773 (16 inch viewable) Conventional CRT	E773	[320-4544]
Video Cards	Integrated Intel® Extreme Graphics 2	IV	[430-3900]
Internal Hard Drives	80GB Ultra ATA/100 7200RPM Hard Drive	80	[340-3274]
Floppy Drive	3.5 in Floppy Drive	FD	[341-2759]
			[412-0688]
			[412-0721]
			[420-4838]
Operating System	Genuine Windows® XP Professional	WPXP	[420-4927]
			[420-5477]
			[420-5789]
			[463-2282]
Mouse	Dell® 2-button USB mouse	SM	[310-6264]
Network Interface	Integrated 10/100 Ethernet	IN	[430-0441]
Modem	No Modem Requested	N	[313-3807]
Document Management	Adobe® Acrobat® Reader 6.0	AAREAD	[412-0705]
CD or DVD Drives -			
Read, Write and Store Data	Single Drive: 48x CD-RW Drive	48CDRW	[313-4094]
			[420-5787]
Sound	Integrated 2.0 Channel Audio	IS	[313-2758]
Speakers	No speakers (Speakers are required to hear audio from your system)	N	[313-2188]
Productivity Software	Microsoft® Office Basic - Includes Word, Excel and Outlook email	BASIC	[412-0448]
Pre-Installed Security Software	No Security Subscription	NS2	[412-0880]
Pre-Installed Digital Music	Musicmatch by Yahoo! Music - Basic music software	MMBASE	[412-0813]
Digital Photography	Photo Album™ SE Basic	OPS	[412-0845]
			[412-0359]
			[956-9797]
			[960-8380]
			[960-7430]
			[981-8288]
			[983-2207]
Onsite System Setup	No Onsite System Setup	NOINSTL	[900-9987]
Internet Access Service	6 Months of America Online Membership Included	AOLSM6	[412-0586]
Mail-In Rebate	None	NONE	[412-0687]
Miscellaneous	Dimension 1100	11P4MIN	[494-5006]
Financial Software	No QuickBooks package selected- Includes limited use trial	QBSSP	[420-5136]
Pre-Installed Operating System	PC Restore recovery system by Symantec	PCR	[464-5503]
Re-Installation CD			
Purchase Intent	Purchase is not intended for resale	NOT4SEL	[462-4506]

Get \$100 instantly off your

3/20/2006

CRT000908

Dimension 1100!
Expires on 2006-03-24 05:59:59 - \$100.00

ADDITIONAL DISCOUNTS AND COUPONS

Small Business customers receive
FREE 3-5 day Shipping on select
Systems and Servers! A \$24
handling charge will apply
Expires on 2006-05-04 11:30:00 - \$66.00

Sub-Total	\$777.00
Shipping Discount	-\$66.00
Shipping	\$ 24.00
Tax	\$46.06
Total	\$847.06

Important Things to Know

- Dell cannot be responsible for pricing or other errors, and reserves the right to cancel any orders arising from such errors. All sales are subject to Dell's Terms and Conditions of Sale located at <http://www.dell.com/terms> unless you have a separate agreement with Dell.
- Each order number represents a separate purchase and will be shipped and submitted for payment authorization separately. Consequently, some software and peripherals (including, but not limited to, monitors, scanners and printers) may be shipped to you separately from your system. Each order is subject to approval by Dell.
- If your method of payment was a credit card, a charge for the amount above was submitted to your card issuer and will be charged when your system or item ships.
- If your order contains downloadable software, you will receive an email with a link. This email should arrive to you in approximately 10 to 30 minutes. The email link will direct you to our download site. Click the link and follow the instructions to begin the download process.
- You can also contact us by sending an e-mail to SMB_onlineorder_resolution@dell.com, we will respond within 2 business hours. Or call 1-877-284-3355, option 4, Monday-Friday, 7 a.m. - 8 p.m. CST.

Thanks again for choosing Dell. We appreciate your business.

Sincerely,

Dell Small Business

3/20/2006

CRT000909

Produced on 9/17/12

SAMSUNG EXHIBIT B33

PLAINTIFF LAWYER'S CHOICE SUITES, INC.

1. **CRT PRODUCT:** Dell 17 inch E773 Conventional CRT Monitor
2. **DATE OF PURCHASE:** 3/20/06
3. **LOCATION of PURCHASE:** Purchased online at Dell.com
4. **PERSONS INVOLVED IN PURCHASE:** Alvin Guttman
5. **PRICE:** \$777
6. **TAXES/FEES:** \$70.06
7. **BUNDLE:** Purchased as part of a Dell Dimension 1100 bundle
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Use within business and not for resale.

See also CRT000907-911.



Produced on 9/17/12

SAMSUNG EXHIBIT B34

PLAINTIFF DAVID ROOKS

1. **CRT PRODUCT:** Panasonic Television Model # CT 36HX41
2. **DATE OF PURCHASE:** 9/1/01
3. **LOCATION of PURCHASE:** Circuit City, Daytona Beach, Florida
4. **PERSONS INVOLVED IN PURCHASE:** David Rooks (plaintiff)
5. **PRICE:** \$2,099.99
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** Not purchased as part of a bundle or system.
8. **WARRANTIES:** An extended service contract was purchased for \$359.99.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000912-914.

Produced on 9/17/12

SAMSUNG EXHIBIT B35

PLAINTIFF PATRICIA ANDREWS

1. **CRT PRODUCT:** Toshiba Television Model # 27A32; Serial Number 4982370607A
2. **DATE OF PURCHASE:** 2/15/03
3. **LOCATION of PURCHASE:** Best Buy, Hickory, North Carolina
4. **PERSONS INVOLVED IN PURCHASES:** Patricia Andrews (plaintiff)
5. **PRICE:** \$249.99
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000766-851.

Produced on 9/17/12

SAMSUNG EXHIBIT B36

PLAINTIFF MISTI WALKER

1. **CRT PRODUCT:** Philips Television
2. **DATE OF PURCHASE:** 1/19/02
3. **LOCATION of PURCHASE:** Best Buy, Omaha, Nebraska
4. **PERSONS INVOLVED IN PURCHASES:** Misti Walker (plaintiff)
5. **PRICE:** \$329.96
6. **TAXES/FEES:** \$21.45
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000917-918 and CRT000920-922.

Produced on 9/17/12

SAMSUNG EXHIBIT B37

PLAINTIFF LOUISE WOOD

1. **CRT PRODUCT:** Toshiba Television Model # 32A14
2. **DATE OF PURCHASE:** 11/21/04
3. **LOCATION of PURCHASE:** Costco, Queens, New York
4. **PERSONS INVOLVED IN PURCHASE:** Louise Wood (plaintiff)
5. **PRICE:** \$299.99
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000919.

Produced on 9/17/12

SAMSUNG EXHIBIT B38

PLAINTIFF GLORIA COMEAUX

1. **CRT PRODUCT:** Sanyo Television Model # 0531590
2. **DATE OF PURCHASE:** Approximately 2002
3. **LOCATION of PURCHASE:** Wal-Mart, Las Vegas, NV
4. **PERSONS INVOLVED IN PURCHASE:** Gloria Comeaux (plaintiff)
5. **PRICE:** Approximately \$250.00
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000852-853.

Produced on 9/17/12

SAMSUNG EXHIBIT B39

PLAINTIFF JEFFREY SPEAECT

1. **CRT PRODUCT:** Toshiba Television Model # MD24FP1
2. **DATE OF PURCHASE:** Approximately 2004
3. **LOCATION of PURCHASE:** Wal-Mart, Pierre, South Dakota
4. **PERSONS INVOLVED IN PURCHASE:** Jeffrey Speaect (plaintiff)
5. **PRICE:** Between \$250.00 and \$300.00
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000915-916.

Produced on 9/17/12

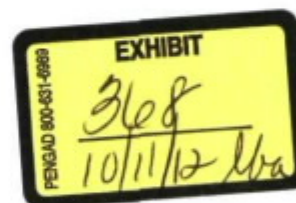
SAMSUNG EXHIBIT A40

PLAINTIFF STEVEN FINK

1. **CRT PRODUCT:** Toshiba Television Model # 32AF53
2. **DATE OF PURCHASE:** 3/14/04
3. **LOCATION of PURCHASE:** Nebraska Furniture Mart, Omaha, Nebraska
4. **PERSONS INVOLVED IN PURCHASE:** Steven Fink
5. **PRICE:** \$639.99
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000854-906.

EXHIBIT 57



CRT000910

DELL INTERNATIONAL SHIP DATE: 2 MAR 06
SHIP TO: 30.00 LBS 1 OF 2

SHIP TO: ATTN: ALVIN H GUTTMAN
PHONE: 3016067239
LAUSUITES@ATT.NET
910 17TH STREET, NW 800
WASHINGTON DC 20006

 
MO 200 0-89

UPS Ground
IZ E72 A78 42 1154 0936



Signature Required


W20JNF1P912881079786

JNFZP91 *Service TAG* 



EXHIBIT 58

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)

IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Case No.
07-5944 SC
MDL No. 1917

- - - - -

This Document Relates to:

INDIRECT PURCHASER ACTIONS

- - - - -

SUPERIOR COURT OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

- - - - -

STATE OF CALIFORNIA,

Plaintiffs

vs.

Case No.
CGC-11-51584

SAMSUNG SDI, INC., CO., LTD., et al.,

Defendants.

- - - - -

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

VIDEOTAPED TRANSCRIPT of ALVIN GUTTMAN
in the above-entitled matter, as taken by and before
LORRAINE B. ABATE, a Certified Shorthand Reporter,
Registered Professional Reporter, and Notary Public,
held at the offices of White & Case, 701 Thirteenth
Street, NW, Washington, DC, on October 11, 2012,
commencing at time 10:03 a.m., pursuant to Notice.

A P P E A R A N C E S:

KIRBY McINERNEY LLP

Attorneys for the Indirect

Purchaser Plaintiffs

825 Third Avenue

New York, New York 10022

BY: ROBERT J. GRALEWSKI, JR., ESQ.

WHITE & CASE LLP

Attorneys for Defendants

Toshiba Corporation, Toshiba America, Inc.,

Toshiba America Information Systems, Inc.,

Toshiba America Consumer Products, LLC and

Toshiba America Electronic Components, Inc.

701 Thirteenth Street, NW

Washington DC 20005

BY: CHARISE NAIFEH, ESQ.

DANA FOSTER, ESQ.

LUCIUS B. LAU, ESQ.

A P P E A R A N C E S

(VIA TELEPHONE)

WEIL GOTSHAL & MANGES, LLP

Attorneys for Defendants Panasonic

Corporation of North America,

MT Picture Display Co., Ltd., and

Panasonic Corporation (f/k/a

Matsushita Electric Industrial Co., Ltd.

767 Fifth Avenue

New York, New York 10153-0119

BY: KEVIN GOLDSTEIN, ESQ.

BAKER BOTTS LLP

Attorneys for the Defendants Koninklijke

Philips Electronics N.V., Philips Electronics

North America Corporation

1299 Pennsylvania Avenue N.W.

Washington, DC 20004-400

BY: CHARLES MALAISE, ESQ.

A P P E A R N C E S

(VIA TELEPHONE)

O'MELVENY & MYERS, LLP

Attorneys for Samsung Electronics Co, Ltd.

and Samsung Electronics America, Inc.

1625 Eye Street, NW

Washington, DC 20006

BY: COURTNEY C. BYRD, ESQ.

A L S O P R E S E N T:

(In Washington D.C.)

JT BEDFORD, Videographer

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

WITNESS	EXAMINATION BY	PAGE
Alvin Guttman	Ms. Naifeh	10, 113
	Mr. Gralewski	216

E X H I B I T S

EXHIBIT	PAGE
366 Notice of Deposition	15
367 E-Mail Order Confirmation	89
368 Shipping Contents List	118
369 Shipping Label	119
370 Toshiba America Information Systems, Inc.'s First Set of Requests for Production of Documents to Indirect Purchaser Plaintiffs	130
371 Plaintiff Verification	139
372 Samsung Exhibits A33 through A40	152
373 Samsung Exhibits B33 through B39 And A40	154
374 Plaintiff Verification	155

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

E X H I B I T S

(Continued)

EXHIBIT		PAGE
375	Indirect Purchaser Plaintiffs'	
	Notice of Motion and Motion for	
	Leave to Amend the Complaint	181
376	Samsung Exhibits D33 through	
	D39 and A40	215
377	Samsung Exhibits E33 through E40	215
378	Toshiba Exhibits A33 through A40	216
379	Toshiba Exhibits B33 through	
	B39 and A40	216
380	Toshiba Exhibits C33 through	
	C39 and A40	216

DIRECTIONS NOT TO ANSWER

PAGE

24, 27, 46, 47, 131, 132, 138, 183, 186

SECTIONS MARKED FOR COUNSEL

PAGE

197, 201, 202

1 Guttman - October 11, 2012

2 THE VIDEOGRAPHER: Good morning. My
3 name is JT Bedford. I'm the videographer
4 associated with Barkley Court Reporters located
5 at 1875 Century Park East, Suite 1300, Los
6 Angeles, California 90067. Today's date is
7 October 11th, 2012. The time is 10:03 a.m.
8 This deposition is taking place at 701 13th
9 Street Northwest, Washington, D.C. in the matter
10 of In Re: Cathode Ray Tube Antitrust Litigation,
11 case number 07-5944 SC.

12 This is the videotaped deposition of
13 Alvin Guttman being taken on behalf of the
14 plaintiff.

15 Will counsel for the parties please
16 identify themselves.

17 MS. NAIFEH: I'm Charise Naifeh with
18 White and Case.

19 MR. FOSTER: Dana Foster, White and Case
20 on behalf of the Toshiba defendants.

21 MR. GRALEWSKI: This is Bob Gralewski
22 with Kirby McInerny on behalf of the witness and
23 the class.

24 THE VIDEOGRAPHER: Thank you. The court
25 reporter may now swear in the witness.

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: Would you mind if we get
3 the appearances on the telephone.

4 THE VIDEOGRAPHER: No, that's fine.

5 MR. GRALEWSKI: Thank you very much.

6 MR. FOSTER: On the phone?

7 MR. MALAISE: This is Charles Malaise on
8 behalf of the defendants.

9 MS. BYRD: This is Courtney Byrd with
10 O'Melveny & Myers on behalf of the SEC and SEA.

11 A L V I N G U T T M A N,

12 Having been first duly sworn by a Notary

13 Public, was examined and testified as follows:

14 EXAMINATION BY

15 MS. NAIFEH:

16 Q. My name is Charise Naifeh, and I'm an
17 attorney at White and Case. I represent the Toshiba
18 defendants, and I'm here today on behalf of all the
19 defendants in your lawsuit.

20 Thank you for taking the time to be here
21 today, Mr. Guttman. I'm going to ask you some
22 questions today.

23 If at any point during your deposition
24 you don't understand one of my questions, will you
25 agree to let me know so that I can ask the question

1 Guttman - October 11, 2012

2 in a different way?

3 A. I will.

4 Q. Do you understand that you're testifying
5 under oath?

6 A. I do.

7 Q. I would like to ask you to please give
8 all of your answers orally so the court reporter can
9 accurately record what you say. The court reporter
10 cannot record a nod or a head shake.

11 Occasionally, I might ask a question to
12 which your attorney has an objection. Objections at
13 a deposition are generally used as a place holder for
14 the court and to be used later. Obviously there is
15 no judge here to rule on any objections, so that I
16 ask that if your attorney objects, you must still
17 answer my question. The one important exception to
18 that rule is that if your attorney believes that the
19 question calls for legal advice, he can instruct you
20 not to answer the question.

21 I'm sorry, if your attorney believes
22 that the question calls for privileged information,
23 and that is, communications between you and your
24 attorney for the purposes of seeking legal advice,
25 your attorney may object and advise you not to

1 Guttman - October 11, 2012

2 answer. So unless your attorney specifically advises
3 you not to answer, you must answer my question.

4 Do you understand that?

5 A. I do.

6 Q. Also, please let me finish my question
7 and give your attorney the opportunity to object
8 before responding so that we're not talking over one
9 another. You understand that?

10 A. I understand.

11 Q. If you need a break at any time, please
12 let me know. I would only ask that if we're in the
13 middle of a question, that you finish the -- answer
14 the question before we take the break.

15 Can we agree to that?

16 A. Okay.

17 Q. Sometime it happens that you give an
18 answer as completely as you can and then later, you
19 remember some additional information from an earlier
20 question or perhaps some clarification.

21 If that happens, please just tell us
22 that you would like to add something to your previous
23 answer and we can do that right there when it's fresh
24 in your mind.

25 Is there any reason why you would not be

1 Guttman - October 11, 2012

2 able to provide full and accurate testimony here
3 today?

4 A. No.

5 Q. Is there anything that would impede your
6 ability to understand my questions and provide
7 complete, accurate and truthful testimony?

8 A. No.

9 Q. Okay. Can you please state your name
10 for the record.

11 A. Alvin M. Guttman.

12 Q. And where do you currently live?

13 A. Sarasota, Florida.

14 Q. And where are you currently employed?

15 A. Washington, D.C.

16 Q. So do you commute back from Florida and
17 D.C.?

18 A. I do.

19 Q. Can you state the name of the entity
20 where you're employed.

21 A. Lawyer's Choice Suites Incorporated.

22 Q. Okay. Going forward, I would like to
23 refer to Lawyer's Choice Suites Incorporated as
24 Lawyer's Choice.

25 Do you understand that?

1 Guttman - October 11, 2012

2 A. I do.

3 Q. Do you understand that you're here today
4 to give the deposition testimony on behalf of
5 Lawyer's Choice pursuant to Rule 30(b)6 of the
6 Federal Rules of Civil Procedure?

7 A. I do.

8 Q. And do you understand that your answers
9 here today are not just answers that you know
10 personally, but the answers of the company itself?

11 A. I understand.

12 MR. GRALEWSKI: Just a clarification.
13 We're here today for the witness to be providing
14 testimony on behalf of the corporation pursuant
15 to your notice.

16 MS. NAIFEH: Okay.

17 Q. Throughout the deposition, when I refer
18 to Lawyer's Choice or you, I mean the company, who is
19 a plaintiff in this case, Lawyer's Choice Suites
20 Incorporated.

21 Do you understand that?

22 A. I do.

23 Q. And if I intend to mean something
24 different, I will tell you.

25 Do you understand that?

1 Guttman - October 11, 2012

2 A. I do.

3 Q. Okay. When were you informed that you
4 were designated as Lawyer's Choice's corporate
5 representative for this deposition?

6 A. I believe back in March of 2012.

7 Q. Okay. And who informed you of that?

8 A. Well, the attorney that represents me.

9 Q. And which attorney is that?

10 A. The attorney specifically is Michael
11 Murphy, but it's in conjunction with a number of
12 other law firms.

13 Q. Is Michael Murphy associated with a law
14 firm?

15 A. Yes.

16 Q. Do you know which one?

17 A. Oliver -- well, actually, Mr. Gralewski
18 is my attorney today. But the name of the firm is --
19 I believe it's Glassman.

20 Q. Okay.

21 MS. NAIFEH: Can you mark this. I would
22 like to mark the next exhibit which I believe is
23 366.

24 (Exhibit 366, Notice of Deposition,
25 marked for identification, as of this date.)

1 Guttman - October 11, 2012

2 Q. Please take a look at what has been
3 marked as Exhibit 366.

4 Have you seen this document before?

5 A. Yes.

6 Q. And what is it?

7 A. Notice of deposition of Lawyer's Choice
8 Suites pursuant to Rule 30(b)6.

9 Q. Have you looked over the questions and
10 categories of deposition topics in this notice?

11 A. I have.

12 Q. Are there any subject -- excuse me, are
13 you prepared to testify here today on these
14 deposition topics?

15 A. I am.

16 Q. Are there any subject areas that are
17 listed that you feel you cannot testify to today?

18 A. I don't believe so.

19 Q. What is the nature of Lawyer's Choice's
20 business?

21 A. We are a management company. We run
22 office suites in Washington D.C. and provide services
23 to individual subtenants.

24 Q. Okay. What kind of services do you
25 offer?

1 Guttman - October 11, 2012

2 A. We provide office space, conference
3 rooms, phone systems, legal administrative support,
4 internet, and the like.

5 Q. Okay. Do you offer any products?

6 A. We do not.

7 Q. Do you sell or lease electronics when
8 renting out office space?

9 A. We do not.

10 Q. So it's just the office space itself?

11 A. Precisely.

12 Q. When was Lawyer's Choice founded?

13 A. 1997.

14 Q. And do you know who founded it?

15 A. My wife and I.

16 Q. Okay. Can you tell me your wife's name.

17 A. Irmine H. Guttman, G-U-T-T-M-A-N.

18 First name I-R-M-I-N-E, H.

19 Q. So are you and your wife the owners of
20 Lawyer's Choice?

21 A. We are.

22 Q. Okay. And how many -- does your wife
23 still work at Lawyer's Choice?

24 A. My wife is an owner at Lawyer's Choice
25 Suites.

1 Guttman - October 11, 2012

2 Q. Okay. And she's not employed there?

3 A. She's not directly employed.

4 Q. Okay.

5 A. Although she does serve as
6 vice-president.

7 Q. I see. How many employees work for
8 Lawyer's Choice?

9 A. Two.

10 Q. Okay. Can you tell me their names.

11 A. Courtney Wands, C-O-U-R-T-N-E-Y,
12 W-A-N-D-S and Lorraine Brown. L-O-R-R-A-I-N-E Brown,
13 B-R-O-W-N.

14 Q. And what are their responsibilities?

15 A. Ms. Wands is responsible for
16 communication and some word processing and some
17 administrative support. Lorraine Brown is my
18 manager. She manages the entire operation.

19 Q. Okay. Do any of those individuals have
20 responsibility with respect to purchasing or using
21 CRT finished products?

22 A. Yes.

23 Q. In what capacity?

24 A. Word processing, typing, Excel sheets.

25 Q. So in using. What about purchasing?

1 Guttman - October 11, 2012

2 A. I'm the ultimate purchaser --

3 Q. Okay.

4 A. -- as president of the corporation.

5 Q. So no one else except you purchases CRT
6 finished products?

7 A. That is correct.

8 Q. Where is your corporate headquarters?

9 A. Washington, D.C.

10 Q. And how many locations does Lawyer's
11 Choice have?

12 A. One.

13 Q. So are you incorporated in Washington
14 D.C.?

15 A. We are.

16 Q. How is Lawyer's Choice organized as a
17 company?

18 A. As a C Corp.

19 Q. Okay. Does it have any departments or
20 divisions?

21 A. It does not.

22 Q. And so what is your current position
23 besides owner of Lawyer's Choice?

24 A. I'm a broker of record. I'm president
25 of the corporation. And I serve as a day-to-day

1 Guttman - October 11, 2012

2 executive.

3 Q. Have you held the position of broker of
4 record since Lawyer's Choice was founded in 1997?

5 A. I have.

6 Q. Have you held the position of president
7 since 1997?

8 A. I have.

9 Q. And executive as well?

10 A. That is correct.

11 Q. Would you please describe your
12 responsibilities as a broker of record.

13 A. Well, my job is to make sure that the
14 tenants are happy, that the services that we provide
15 to them are exemplary, and that I continue to fill up
16 the space with tenants that create the income for the
17 corporation.

18 Q. So does that include marketing?

19 A. It does.

20 Q. Advertising, that kind of thing?

21 A. That is correct.

22 Q. Okay. Can you tell me about your
23 responsibilities as president.

24 A. I would say that they're -- that they
25 certainly cross-reference each other.

1 Guttman - October 11, 2012

2 Q. There is some overlap?

3 A. There sure is.

4 Q. Are there any additional
5 responsibilities as president?

6 A. I sign the corporate returns, tax
7 returns, 941s, and I sign as president of the
8 corporation on bank loans and so forth.

9 Q. Does your position include any contact
10 with entities that manufacture or sell cathode ray
11 tubes?

12 A. Please repeat the question.

13 Q. So does your position at Lawyer's Choice
14 include any contact with entities that sell or
15 manufacture cathode ray tubes?

16 A. My relationship is with Dell which I
17 understand is a user of the cathode ray tube.

18 Q. Okay.

19 A. But I have no direct dealings whatsoever
20 with the manufacturer of the CRT.

21 Q. What kind of relationship do you have
22 with Dell?

23 A. I purchase my computers from Dell.

24 Q. You purchase all of your computers from
25 Dell?

1 Guttman - October 11, 2012

2 A. Usually, yes.

3 Q. Do you have any sort of contract with
4 Dell?

5 A. No, I don't.

6 Q. So it's not an exclusive relationship
7 with Dell?

8 A. It is not.

9 Q. Is Dell the only company that you have
10 contact with that sells CRT products?

11 A. No.

12 Q. Can you list any other companies.

13 A. I think I purchased an Ebay computer a
14 while back.

15 Q. So you purchased a computer on EBay?

16 A. I believe so.

17 Q. Do you know what brand that computer
18 was?

19 A. Dell.

20 Q. So it was still a Dell computer?

21 A. It was.

22 Q. Okay. Any other contact with other --

23 A. Not that I'm aware of.

24 Q. Mr. Guttman, what did you do to prepare
25 for your testimony here today?

1 Guttman - October 11, 2012

2 A. I just reviewed the interrogatories and
3 the documents that I had signed.

4 Q. Okay. Do you remember which
5 interrogatories?

6 A. Not specifically, no. Just any
7 documents I signed, I reviewed before this
8 deposition.

9 Q. Do you remember when you signed those
10 documents?

11 A. Well, I think the original retainer
12 agreement was in March of 2012.

13 Q. Okay. And that was with your counsel?

14 A. Correct.

15 Q. Which counsel?

16 A. Mr. Murphy.

17 Q. Okay. So you read the retainer
18 agreement when you signed it in March 2012 and again,
19 in preparing for this deposition?

20 A. That's correct.

21 MR. GRALEWSKI: Just give me a second,
22 counsel.

23 I appreciate the opportunity to review
24 the notice, and I was going to object, but I'm
25 not.

1 Guttman - October 11, 2012

2 MS. NAIFEH: Okay.

3 Q. Did you suggest any changes to the
4 retainer agreement before you signed it?

5 (DIR)

6 MR. GRALEWSKI: I'm going to instruct
7 the witness not to answer that question on the
8 grounds of attorney-client privilege.

9 Q. Are you going to follow that
10 instruction?

11 A. I'm going to listen to my attorney.

12 Q. Okay. Did the retainer agreement cover
13 payment of the attorney's fees?

14 (DIR)

15 MR. GRALEWSKI: I'm going to instruct
16 the witness not to answer that question as
17 phrased on the grounds of the attorney-client
18 privilege.

19 If you would like to ask him what his
20 understanding is with respect to those topics, I
21 will permit that.

22 MS. NAIFEH: Thank you.

23 Q. What is your understanding of the
24 payment of attorney's fees in the retainer agreement?

25 A. I believe that the retainer agreement

1 Guttman - October 11, 2012

2 does not contain a payment provision.

3 MR. GRALEWSKI: Hold on a second. I'm
4 not going to -- I'm not going to allow you to
5 testify regarding the contents of the retainer
6 agreement or what it says. Counsel's question
7 is what is your understanding about how your
8 lawyers get paid. So you can testify -- if you
9 have a general understanding about how your
10 lawyers are going to get paid in the case, you
11 can testify. Otherwise, I'm instructing you not
12 to disclose what the agreement says.

13 A. I believe it's a contingency fee.

14 Q. Can you explain what that means.

15 A. That the attorneys would receive some
16 sort of remuneration if they're successful in this
17 case.

18 Q. And where would that remuneration come
19 from?

20 A. I have no idea.

21 Q. Not from you?

22 A. No, it wouldn't.

23 Q. Do you know who is responsible for your
24 attorney's litigation costs in this matter?

25 A. I have no idea.

1 Guttman - October 11, 2012

2 Q. Do you have an understanding of the
3 extent of those costs?

4 A. I do not.

5 Q. Are you in any way responsible for your
6 attorney's fees or costs?

7 A. No, I'm not.

8 Q. To the extent you know, what kind of
9 costs are involved in pursuing this case as a class
10 action?

11 A. I have no knowledge of that.

12 Q. Do you know what notice to the class
13 means?

14 A. Vaguely.

15 Q. What does it mean? What is your
16 understanding?

17 A. Well, I received a notice of deposition,
18 if that's what you're referring to.

19 Q. No. This is different from that. This
20 is a notice to the class.

21 A. I'm not familiar with that.

22 Q. Okay. So do you know who is responsible
23 for providing notice to the class?

24 MR. GRALEWSKI: Object -- I'll withdraw
25 my objection. You can answer if you know.

1 Guttman - October 11, 2012

2 A. No, I don't.

3 Q. So you don't know who pays for the
4 notice?

5 A. I do not.

6 MR. GRALEWSKI: Object to the form. It
7 lacks foundation.

8 Q. Do you know who pays for --

9 MR. GRALEWSKI: Calls for legal
10 conclusion. I'm sorry, counsel. I apologize.
11 Go ahead.

12 Q. Do you know who pays for any other fees
13 or costs related to the class?

14 MR. GRALEWSKI: Object to the form,
15 vague and ambiguous.

16 Q. You can answer.

17 A. I do not.

18 Q. Okay. So besides the retainer agreement
19 and the interrogatories, what other documents did you
20 review in preparing for your testimony here today?
21 (DIR)

22 MR. GRALEWSKI: I instruct the witness
23 not to answer that question as phrased on the
24 grounds of attorney-client privilege.

25 MS. NAIFEH: So I'm not asking what

1 Guttman - October 11, 2012

2 attorneys -- what documents he reviewed with an
3 attorney. I'm just asking what documents he
4 reviewed in preparation for this.

5 Do you still object?

6 MR. GRALEWSKI: I do. If you would like
7 to ask him what documents, if any, he reviewed
8 that refreshed his recollection with respect to
9 the matters we're here to discuss today, I'll
10 allow him to answer that question, but as
11 phrased, I maintain my objection.

12 Q. Okay. So did you review any documents
13 that refreshed your recollection of this litigation
14 in preparation for this deposition?

15 A. I did.

16 Q. Can you tell me what those were.

17 MR. GRALEWSKI: I object to the form.
18 Asked and answered. You can answer.

19 A. I believe I reviewed an amended
20 complaint.

21 Q. Okay. Can you remember anything else
22 that refreshed your recollection?

23 A. The retainer agreement.

24 Q. Is there anything else?

25 MR. GRALEWSKI: That refreshed your

1 Guttman - October 11, 2012

2 recollection.

3 A. Perhaps a verification.

4 Q. Is that a verification that you signed?

5 A. Yes.

6 Q. Okay. Is there anything else that
7 refreshed your recollection?

8 A. Not that I can recall.

9 Q. Okay. Did you review any documents not
10 provided by your attorneys to prepare for today's
11 deposition?

12 MR. GRALEWSKI: I object to the form.

13 Vague and ambiguous.

14 Q. You can answer.

15 A. No.

16 Q. Okay. How much time did you spend
17 preparing for today's deposition?

18 A. Probably within an hour.

19 Q. So about an hour?

20 A. About an hour.

21 Q. Okay. Did you meet with an attorney?

22 A. I did.

23 Q. And when did you meet with an attorney?

24 A. Last night.

25 Q. So only last night in preparation for

1 Guttman - October 11, 2012

2 this deposition?

3 A. Correct.

4 Q. Okay. For how long?

5 A. About an hour.

6 Q. Who attended the meetings?

7 A. Mr. Gralewski and myself.

8 Q. Did you review any deposition

9 transcripts?

10 A. I don't believe so.

11 Q. Did you meet with anyone else other than

12 your lawyer to prepare for this deposition?

13 A. No.

14 Q. Okay. Did you talk to any Lawyer's

15 Choice employees about this deposition?

16 A. No.

17 Q. Did you take any notes in preparing for

18 this deposition?

19 A. No.

20 Q. So in total, you spent one hour

21 preparing for this deposition.

22 Is that including the time that you

23 spent with your attorney?

24 A. Yes.

25 Q. Have you communicated with any of the

1 Guttman - October 11, 2012

2 plaintiffs' experts?

3 A. No.

4 Q. Did you bring anything with you here
5 today?

6 A. Nothing.

7 Q. Any documents. Okay.

8 Has Lawyer's Choice ever been deposed
9 before?

10 A. No.

11 Q. Have you personally ever been deposed
12 before?

13 MR. GRALEWSKI: Object to the form.

14 Outside the scope. You can answer the question.

15 A. Deposed?

16 MR. GRALEWSKI: And I'm sorry, outside
17 the scope of the deposition notice.

18 A. No.

19 Q. You never have been deposed before?

20 A. No.

21 Q. Okay. Can you please tell me what
22 Lawyer's Choice's current address is.

23 A. 910 17th Street Northwest, Suite 800,
24 Washington, D.C. 20006.

25 Q. Okay. Thank you.

1 Guttman - October 11, 2012

2 How long has Lawyer's Choice been at
3 that address?

4 A. Since 1997.

5 Q. Okay. Is this the primary business
6 address?

7 A. It is.

8 Q. Does Lawyer's Choice have any other
9 addresses outside the District of Columbia?

10 A. It does not.

11 Q. Does Lawyer's Choice pay taxes in the
12 District of Columbia?

13 A. It does.

14 Q. Can you please state your age and date
15 of birth.

16 A. I'm 59. February 9, 1953 I was born.

17 Q. Did you graduate high school?

18 A. I did.

19 Q. When was that?

20 A. 1971.

21 Q. Did you attend college?

22 A. I did.

23 Q. Where?

24 A. The Ohio State University.

25 Q. What years did you attend?

1 Guttman - October 11, 2012

2 A. 1971 through 1975.

3 Q. Did you earn any degrees?

4 A. I did.

5 Q. Which ones?

6 A. Bachelor of arts.

7 Q. Bachelor of arts in?

8 A. In political science and history.

9 Q. Okay. Do you have any post graduate
10 education?

11 A. I do.

12 Q. And where was that?

13 A. Duquesne University Law School.

14 Q. Okay. What years did you attend?

15 A. '75 through 1979.

16 Q. And what degrees did you earn?

17 A. I earned a juris doctorate.

18 Q. Okay. Do you have any other degrees?

19 A. I do not.

20 Q. Do you have any other certifications or
21 courses?

22 A. I am a broker of record in the District
23 of Columbia.

24 Q. Did you have to go through any training
25 to become a broker of record?

1 Guttman - October 11, 2012

2 A. I did.

3 Q. And where was that?

4 A. It was in conjunction with my law degree
5 and taking various courses and passing a brokerage
6 exam.

7 Q. So that was at the same school that you
8 went to law school?

9 A. No. It was not. There is a waive in
10 process where it's a fast track sort of speaking
11 where you can become a broker of record having
12 graduated and successfully passed a bar exam, which I
13 did.

14 Q. I see. Okay.

15 Did you then have to take some sort of
16 exam to become a broker of record?

17 A. Yes, but it was a shortened type of
18 exam, and then I have to qualify every two years with
19 credits, CLE credits.

20 Q. Okay. Have you ever worked for a
21 company involved in cathode ray tubes or cathode ray
22 tube products?

23 A. No.

24 Q. Have you ever represented a company
25 involved in cathode ray tubes or cathode ray tube

1 Guttman - October 11, 2012

2 products?

3 MR. GRALEWSKI: Object to the form.

4 Vague and ambiguous.

5 A. No.

6 Q. Since 1995, have you ever held stock in
7 any of the defendant companies in this action?

8 A. No.

9 Q. Have you ever owned any mutual funds
10 that held stock or security in any defendant?

11 A. I don't believe so.

12 Q. You don't believe so, you don't know for
13 sure?

14 A. I would have to check with my
15 accountant, but -- or my --

16 MR. GRALEWSKI: You know, I want to
17 clarify something here. Just maybe it will
18 streamline this. I want to remind the witness
19 that when counsel says you, we are talking about
20 Lawyer's Choice Suites.

21 THE WITNESS: That is correct.

22 MR. GRALEWSKI: So to the extent you're
23 asking him about his personal holdings, we may
24 have at some point gotten a little astray. To
25 the extent you're asking about his personal

1 Guttman - October 11, 2012

2 holdings, I'm going to object as outside the
3 scope.

4 MS. NAIFEH: Okay.

5 Q. So has Lawyer's Choice ever owned mutual
6 funds that held stock in a security in a defendant?

7 A. No.

8 Q. Have you personally ever owned mutual
9 funds or held stock or security in any defendant?

10 MR. GRALEWSKI: I object to the form.
11 Outside the scope.

12 Q. You can still answer.

13 A. I don't believe so.

14 Q. Okay. But you're not certain?

15 MR. GRALEWSKI: Same objection.

16 A. Yes.

17 MR. GRALEWSKI: Asked and answered.

18 A. I'm not certain.

19 Q. Okay.

20 MR. GRALEWSKI: And while counsel is
21 pausing, just a remainder, it's different than
22 usual, but when counsel refers to you, unless
23 she instructs you otherwise, she's referring to
24 Lawyer's Choice.

25 THE WITNESS: Correct.

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: I believe that's what
3 you said, right?

4 MS. NAIFEH: That's correct.

5 Q. Since 1995, has Lawyer's Choice ever
6 held stock in any manufacturer, buyer, seller or
7 distributor, of CRTs or CRT products?

8 A. No.

9 Q. Has Lawyer's Choice ever owned mutual
10 funds that held stock or securities in any
11 manufacturer, buyer, seller or distributor, of
12 cathode ray tubes or cathode ray tube products since
13 1995?

14 MR. GRALEWSKI: And before you answer
15 that question, I mean, I don't see these listed
16 topics in your deposition notice, so I'm going
17 to object as outside the scope.

18 If you can point me to where these are,
19 I'll withdraw my objection, but I do think these
20 questions are outside the scope of the notice.
21 He can certainly still answer them, but the
22 objection is noted.

23 A. The answer is no.

24 Q. Okay. Please describe the claim or
25 claims that you're asserting in this case.

1 Guttman - October 11, 2012

2 A. I believe it's an anti -- Sherman Act
3 and conspiracy among manufacturers of CRTs.

4 Q. I'm sorry, you said an anti Sherman act?

5 A. Sherman Act, yeah.

6 Q. Sherman Act?

7 A. Sorry.

8 Q. So Sherman Act claims?

9 A. Antitrust.

10 Q. Throughout this deposition, when I refer
11 to cathode ray tube or tubes, that means cathode ray
12 tube. And when I refer to CRT finished product or
13 finished products, I'm referring to a product that
14 contains a CRT such as a television or monitor.

15 Do you understand that?

16 A. I do.

17 Q. Okay. So are you alleging a tube
18 conspiracy?

19 A. Yes.

20 Q. Are you alleging a finished product
21 conspiracy?

22 MR. GRALEWSKI: Counsel, can you just
23 give me one second. I apologize. You know, I
24 object as outside the scope of the notice. The
25 witness can answer the question. My objection

1 Guttman - October 11, 2012

2 is noted on the prior question, too. I'm
3 objecting as outside the scope.

4 A. Can you repeat the question, please.

5 Q. Are you alleging a finished product
6 conspiracy?

7 A. I'm relying on my attorney's advice on
8 that.

9 Q. So --

10 A. I personally am not alleging.

11 Q. Okay. So but Lawyer's -- do you know is
12 Lawyer's Choice alleging a finished product
13 conspiracy?

14 A. I believe that is part of the complaint,
15 yes.

16 MR. GRALEWSKI: The same objection,
17 outside the scope of the notice.

18 Q. Has Lawyer's Choice ever purchased a
19 stand alone CRT?

20 A. I don't believe so.

21 Q. Has Lawyer's Choice ever purchased a
22 finished product that contained a CRT?

23 A. Yes.

24 Q. What type of products containing CRTs
25 has Lawyer's Choice purchased?

1 Guttman - October 11, 2012

2 A. A package with a Dell computer.

3 Q. By package, what do you mean?

4 A. It contains a monitor, a mouse, a word
5 processing-type.

6 Q. Word processing software?

7 A. Correct.

8 Q. Something like that. Okay.

9 So this was a computer system?

10 A. Yes, a computer system.

11 Q. Okay. Has Lawyer's Choice purchased any
12 other products containing CRT finished products?

13 A. Other than?

14 Q. Other than the computer package you just
15 described.

16 A. Well, I've -- Lawyer's Choice has
17 purchased more than one computer package.

18 Q. Okay. Were those purchases made during
19 the class period?

20 A. They may have been.

21 Q. But you're not asserting claims on those
22 other purchases?

23 A. No.

24 Q. And why is that?

25 A. I don't --

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: And you can answer the
3 question, but in answering it, I want to caution
4 you not to reveal any communications between
5 yourself and your lawyers.

6 THE WITNESS: Right.

7 MR. GRALEWSKI: But go ahead, you can
8 answer the question with that instruction.

9 A. I believe I could not authenticate those
10 purchases to a specific date.

11 Q. Okay.

12 A. So I did not include them.

13 Q. Besides computers and computer monitors,
14 has Lawyer's Choice purchased any other types of CRT
15 products, finished products?

16 A. No.

17 Q. No?

18 A. No.

19 Q. So you have no televisions in your
20 conference rooms?

21 A. No.

22 Q. Okay.

23 A. Well, let me rephrase that.

24 MR. GRALEWSKI: I object to the form.

25 Vague and ambiguous as to time.

1 Guttman - October 11, 2012

2 A. I have a television in one of my
3 conference rooms. I did not purchase it within that
4 time frame.

5 Q. You purchased it before that time frame
6 or after that time frame?

7 A. Way before.

8 Q. Okay. When did you purchase that?

9 A. The television? I think I purchased it
10 from my wife back in 1985 or thereabouts.

11 Q. Okay. So your participation in this
12 lawsuit derives from your purchase of CRT products;
13 is that correct?

14 A. Yes.

15 Q. And you are alleging wrongful conduct on
16 the part of two manufacturers as well as finished
17 product manufacturers; is that correct?

18 MR. GRALEWSKI: Object to the form.

19 Compound. Misstates prior testimony. Vague and
20 ambiguous, calls for a legal conclusion and
21 outside the scope of the notice.

22 Q. You can answer.

23 A. To the best of my knowledge, yeah.

24 Q. So your understanding is that there was
25 both the CRT conspiracy and a finished products

1 Guttman - October 11, 2012

2 conspiracy?

3 MR. GRALEWSKI: Object to the form.

4 Compound. Calls for a legal conclusion. Asked
5 and answered and outside the scope of the
6 notice.

7 Q. You can answer.

8 A. I'm relying on my attorneys.

9 Q. So does that mean you're not sure?

10 MR. GRALEWSKI: Same objections.

11 A. I'm relying on my attorney's expertise.

12 Q. So do you know what is in your

13 complaint?

14 A. Yes.

15 Q. And what --

16 MR. GRALEWSKI: Object to the form.

17 Overbroad. Counsel, if you can point out to
18 me -- you are asking him a lot of questions
19 about the complaint, and I, frankly, I don't
20 want to object, but I don't think that they're
21 in your notice.

22 So I'm going to continue to object as
23 outside the scope to those questions unless you
24 can point me to something else. So you can
25 proceed as you wish, of course.

1 Guttman - October 11, 2012

2 Q. So what do you allege in your complaint?

3 MR. GRALEWSKI: Same objection. Outside
4 the scope.

5 A. You meaning president of Lawyer's Choice
6 Suites?

7 Q. Yes.

8 A. I allege a Sherman antitrust action and
9 conspiracy of the manufacturers of the CRT tube.

10 Q. CRT tubes?

11 A. The tubes.

12 Q. Do you allege a conspiracy of CRT
13 finished products manufacturers?

14 MR. GRALEWSKI: Outside the scope.
15 Asked and answered.

16 A. I don't believe so.

17 Q. You don't believe so?

18 A. I think it's specifically dealing with
19 the CRT.

20 Q. So your participation in this lawsuit is
21 based on a CRT finished product; is that right?

22 MR. GRALEWSKI: Asked and answered.
23 Object to the form.

24 A. I purchased a CRT finished product.

25 Q. Okay. And the wrongful conduct that

1 Guttman - October 11, 2012
2 you're alleging that was done was by the tube
3 manufacturers of the -- is that right?

4 A. Yes.

5 Q. How did you come to be named -- a named
6 plaintiff in this case?

7 A. Discussion with my attorney.

8 Q. And which attorney was this?

9 A. Michael -- the gentleman that I
10 mentioned earlier. Michael Murphy. Sorry.

11 Q. When did you have those discussions?

12 A. Probably in March of 2012.

13 Q. Under what circumstances did you have
14 those discussions?

15 MR. GRALEWSKI: Object to form, vague
16 and ambiguous.

17 A. Could you repeat the question.

18 Q. Under what circumstances did you have
19 these discussions with Mr. Murphy?

20 MR. GRALEWSKI: Same objection.

21 A. Probably under a social circumstance.
22 I'm an attorney, he's an attorney. We talk.

23 Q. So you met somewhere socially?

24 A. In the offices. It wasn't a formal
25 discussion.

1 Guttman - October 11, 2012

2 Q. By in the offices, do you mean Lawyer's
3 Choice Suites' offices?

4 A. That's correct.

5 Q. So does Mr. Murphy rent space in the
6 office suites?

7 A. His law firm does.

8 Q. His law firm does. In Lawyer's Choice.
9 Okay.

10 So can you tell me a little bit more
11 about that conversation to the extent that you recall
12 what you talked about with Mr. Murphy.

13 (DIR)

14 MR. GRALEWSKI: Object to the form.
15 Calls for narrative, compound, and as phrased,
16 may call for the disclosure of attorney-client
17 communications; and so to the extent it does, I
18 would instruct you not to answer. To the extent
19 you can answer the question, go ahead.

20 A. I have no response.

21 Q. So you were initially talking to
22 Mr. Murphy in a social context. You weren't seeking
23 legal advice; is that correct?

24 MR. GRALEWSKI: Object to the form.
25 Misstates testimony.

1 Guttman - October 11, 2012

2 A. I believe that's correct, yes.

3 Q. Okay. So can you tell me what was
4 discussed at that conversation at which you were not
5 seeking legal advice.

6 (DIR)

7 MR. GRALEWSKI: Object to the form of
8 the question. Calls for a narrative. Vague and
9 ambiguous, and to the extent it would -- your
10 testimony would reveal communications between
11 lawyer and client regarding legal advice, I
12 instruct you not to answer. But you can answer
13 the question.

14 A. No response.

15 Q. Okay. So did Mr. Murphy tell you or ask
16 you if you had purchased a CRT?

17 A. Yes.

18 Q. So who initiated the conversation about
19 CRT finished products?

20 A. I really don't recall.

21 Q. You don't recall?

22 A. Who initiated it.

23 Q. Okay. And after this conversation, you
24 decided to join this lawsuit; is that correct?

25 A. Yes.

1 Guttman - October 11, 2012

2 Q. And what made you decide to join the
3 lawsuit?

4 A. Well, I believe in good government. I
5 try to buy American products. And apparently, there
6 were issues on the manufacturers' actions with regard
7 to the CRTs.

8 Q. So what motivated you to -- what
9 motivated you to address those actions?

10 A. I believe in good government. I believe
11 in the Sherman Act. I'm against antitrust
12 violations. And I felt that it would be a proper
13 thing for me as president of Lawyer's Choice Suites
14 to do.

15 Q. When exactly did you decide to join the
16 litigation?

17 A. Probably the day I signed the
18 contingency agreement.

19 Q. Was that the retainer agreement?

20 A. Retainer agreement, yes.

21 Q. Okay. And you stated that was in March
22 2012?

23 A. Yes, I believe so.

24 Q. How long after your conversation with
25 Mr. Murphy did you sign the retainer agreement?

1 Guttman - October 11, 2012

2 A. Probably within two weeks.

3 Q. Did you have any other conversations
4 with Mr. Murphy after that initial conversation and
5 before signing the retainer agreement?

6 A. I can't recall.

7 Q. You can't recall. Okay.

8 When was the first time you -- withdraw
9 that.

10 Does Mr. Murphy represent other indirect
11 purchaser plaintiffs in this case?

12 A. I'm not sure.

13 Q. Okay. How was Mr. Murphy involved in
14 this case?

15 A. I believe his law firm is part of the
16 plaintiffs' counsel.

17 Q. Do you know how they're part of the
18 plaintiffs' counsel?

19 MR. GRALEWSKI: Object to the form.

20 Vague and ambiguous.

21 A. No, I don't.

22 Q. Okay. When was the first time that you
23 met with Mr. Gralewski?

24 A. Yesterday.

25 Q. Has he represented you in any other

1 Guttman - October 11, 2012

2 matters?

3 A. No.

4 Q. Has Mr. Murphy represented you in any
5 other matters?

6 A. No.

7 Q. Do you know the name of the law firm
8 that was appointed lead counsel for the entire group
9 of punitive and direct purchaser plaintiffs?

10 A. No.

11 MR. GRALEWSKI: I'm going to object to
12 that question as outside the scope of the
13 notice.

14 Q. So your communications on this case have
15 been primarily with Mr. Murphy; is that correct?

16 MR. GRALEWSKI: I object to the form.
17 Misstates prior testimony. Vague and ambiguous.

18 A. And Mr. Gralewski.

19 Q. Okay. So you have spoken with
20 Mr. Gralewski over the phone prior to yesterday?

21 A. I did.

22 Q. How many times did you speak with him on
23 the phone prior to yesterday?

24 A. Once.

25 Q. Have you had any other correspondence

1 Guttman - October 11, 2012

2 with Mr. Gralewski prior to yesterday?

3 A. Not directly, no.

4 Q. No e-mails, letters?

5 A. I don't think so.

6 Q. So other than Mr. Gralewski and
7 Mr. Murphy, have you had any other contact with
8 plaintiffs' counsel in this case?

9 A. Yes.

10 Q. And with whom?

11 A. Mr. Murke, M-U-R-K-E.

12 Q. Okay. Do you know what law firm he is
13 associated with?

14 A. I can't recall.

15 Q. Okay. How many times -- I'm sorry, have
16 you met with Mr. Murke?

17 A. No.

18 Q. Have you talked with him on the phone?

19 A. Yes.

20 Q. How many times have you talked with him
21 on the phone?

22 A. Two or three times.

23 Q. Okay. Have you corresponded with him by
24 e-mail?

25 A. Not directly. I think I had received

1 Guttman - October 11, 2012

2 some ccs.

3 Q. Do you have any relationship with any
4 person affiliated with or employed by any of the
5 plaintiffs' law firms involved in this case?

6 MR. GRALEWSKI: I'm sorry, can you say
7 that again, counsel.

8 Q. Do you have any relationship with any
9 person affiliated with or employed by any of the
10 plaintiffs' law firms involved in this case?

11 A. Yes.

12 MR. GRALEWSKI: Object to the form.
13 Vague and ambiguous.

14 Q. And with whom?

15 A. Mr. Murphy's law firm.

16 Q. Anyone else besides Mr. Murphy?

17 A. His law firm.

18 Q. I'm sorry, anyone else besides
19 Mr. Murphy's law firm?

20 A. No.

21 Q. When did you first communicate with
22 Mr. Murke in this case?

23 A. Probably a couple of weeks after I
24 signed the retainer agreement.

25 Q. So would that have been in March or

1 Guttman - October 11, 2012

2 April 2012?

3 A. That's about right.

4 Q. Okay. When did you first communicate
5 with Mr. Gralewski in this case?

6 A. Two days ago.

7 Q. So that was two days ago you had your
8 first phone conversation with Mr. Gralewski?

9 A. Correct.

10 Q. Okay. Have you given any documents to
11 class counsel?

12 A. Yes.

13 Q. Have those documents been produced in
14 this litigation?

15 A. I don't know.

16 Q. Did you read the papers that are filed
17 in this case?

18 A. Yes.

19 Q. Which papers did you read?

20 A. Anything I sign my name to.

21 Q. And what have you signed your name to?

22 A. Answers to interrogatories,
23 verification, and the retainer agreement.

24 Q. Okay. So have you read anything else
25 that you haven't signed your name to?

1 Guttman - October 11, 2012

2 A. I did, yes.

3 Q. And what was that?

4 A. I believe it's the amended complaint.

5 Q. Is there anything else besides that?

6 A. No.

7 Q. Do you know what a CRT is?

8 A. Yes.

9 Q. What is it?

10 A. It's a cathode ray tube.

11 Q. And what is that?

12 A. It is the electronic device that's
13 inside televisions and monitors.

14 Q. Have you personally ever purchased a
15 stand alone CRT?

16 A. No.

17 MR. GRALEWSKI: Asked and answered.

18 Q. Mr. Guttman, can you please list for me
19 all electronic products containing a CRT that
20 Lawyer's Choice purchased during the March 1st, 1995
21 to November 25, 2007 period.

22 A. Could you repeat that.

23 Q. I asked you to list all electronic
24 products containing a CRT that Lawyer's Choice
25 purchased during the class period, March 1st, 1995

1 Guttman - October 11, 2012
2 through November 25, 2007.

3 MR. GRALEWSKI: Object to the form.

4 Asked and answered. You can answer.

5 A. Probably three or four computer
6 packages.

7 MR. GRALEWSKI: If you're starting a new
8 line of questions, can we take a short break
9 now? I don't want to necessarily interrupt your
10 line of questions, but I would like one. I
11 don't want to go another half an hour. You know
12 what I mean? It's up to you.

13 MS. NAIFEH: Sure.

14 MR. GRALEWSKI: We're happy to continue.
15 I'm happy to continue a little while longer if
16 you want to go a little while longer. Please
17 bear that in mind. Thank you.

18 MS. NAIFEH: Sure. I'll keep that in
19 mind. Let's go a few more minutes, and then
20 I'll get to a stopping point.

21 MR. GRALEWSKI: Thanks.

22 MS. NAIFEH: Can you please read back
23 his last answer.

24 (The record was read.)

25 MS. NAIFEH: Thank you.

1 Guttman - October 11, 2012

2 Q. Were these computer packages purchased
3 from Dell?

4 MR. GRALEWSKI: Object to the form.

5 Asked and answered.

6 A. Yes.

7 Q. All of them?

8 MR. GRALEWSKI: Same objection.

9 A. Yes.

10 Q. So you bought the computer systems and
11 they threw in the monitor with the system; is that
12 right?

13 MR. GRALEWSKI: Object to the form.

14 Lacks foundation.

15 A. The monitor was included in the package.

16 Q. It was included.

17 MR. GRALEWSKI: Vague and ambiguous,
18 also.

19 Q. What about you personally, did you
20 purchase any CRT finished products during the period?

21 MR. GRALEWSKI: Object to the form.

22 Outside the scope. You're talking about Al
23 Guttman?

24 Outside the scope and I think asked and
25 answered, but I'm not sure about that. But

1 Guttman - October 11, 2012

2 please proceed.

3 A. I bought my daughter a computer. It's a
4 laptop. I don't know if it contains a CRT.

5 Q. Okay. Any other CRT finished products
6 during that time?

7 MR. GRALEWSKI: And you're asking him
8 about himself?

9 MS. NAIFEH: Him personally.

10 MR. GRALEWSKI: Okay. I'm objecting as
11 outside the scope.

12 A. I bought a television.

13 Q. And that was a CRT television?

14 A. It was an LCD television.

15 Q. Okay. Was there anything else?

16 MR. GRALEWSKI: Is there anything else
17 what?

18 MS. NAIFEH: Is there any other products
19 that he bought during that period.

20 MR. GRALEWSKI: What kind of products?
21 And you're talking about himself? I'm sorry to
22 give you a hard time, but I would like you to
23 ask clear questions so that the record is clear.
24 And I am also objecting to you asking the
25 witness to list all of the products that he

1 Guttman - October 11, 2012

2 himself purchased when we're here today pursuant
3 to a 30(b)(6) notice, so I'm objecting as
4 outside the scope.

5 Q. Mr. Guttman, did you personally purchase
6 any CRT finished products during the class period
7 besides the laptop and the LCD television that you
8 described?

9 A. No.

10 Q. Okay. Have you ever sold an electronic
11 product containing a CRT?

12 A. No.

13 MS. NAIFEH: Okay. Let's take a break.

14 THE VIDEOGRAPHER: We are going off the
15 record at 11:06.

16 (Discussion off the record.)

17 THE VIDEOGRAPHER: Back on the record at
18 11:30.

19 MR. GRALEWSKI: Can we do an additional
20 notice or an additional appearance before we
21 start?

22 MS. NAIFEH: Kevin?

23 MR. GRALEWSKI: You might be on mute.

24 MS. NAIFEH: Kevin, do you want to make
25 an appearance.

1 Guttman - October 11, 2012

2 MR. GOLDSTEIN: Kevin Goldstein of Weil
3 Gotshal & Manges on behalf of the Panasonic
4 defendants.

5 MR. GRALEWSKI: Thank you. Thank you,
6 counsel.

7 MS. NAIFEH: Okay.

8 BY MS. NAIFEH:

9 Q. Mr. Guttman, before the break, you
10 stated that Lawyer's Choice had purchased three or
11 four computer packages during the class period; is
12 that correct?

13 A. That is correct.

14 Q. Okay. So can you tell me about the
15 first computer system that you purchased.

16 What was that system?

17 A. I believe it was Dell.

18 Q. Do you remember the name of the product?

19 A. I think it was a Latitude.

20 Q. This is a desktop computer?

21 A. Yes.

22 Q. Did it -- was the monitor included in
23 the package?

24 A. I think it was.

25 Q. Do you remember when you purchased that?

1 Guttman - October 11, 2012

2 A. No.

3 Q. No recollection?

4 A. Certainly between 1997 and 2006.

5 Q. So sometime during that period,
6 that's --

7 A. Yes.

8 Q. Where were you when you purchased that
9 system?

10 A. Washington, D.C.

11 Q. Did you purchase the system at an
12 on-line retailer?

13 A. I'm not sure. I may have utilized an
14 internet provider company to purchase that product.

15 Q. Do you know what provider company that
16 was?

17 A. It may have been Lime Leap, L-I-M-E
18 L-E-A-P, and I don't know if they're still in
19 business.

20 Q. Was that a -- was that provider located
21 in the District of Columbia?

22 A. Yes.

23 Q. Are you claiming damages on this
24 computer system?

25 A. Not specifically, because I don't have

1 Guttman - October 11, 2012

2 the documentation to back up the claim, specifically
3 in terms of receipts.

4 Q. Do you know what happened to the
5 receipts for that system?

6 A. No, I don't.

7 Q. How does Lawyer's Choice normally store
8 their receipts for purchases?

9 A. Well, we have a miscellaneous receipt
10 file.

11 Q. And you checked that file?

12 A. I checked most of that file. I have a
13 computer receipt file which I thoroughly checked and
14 couldn't find it.

15 Q. So you have no recollection of what
16 happened to that computer receipt?

17 A. I do not.

18 Q. Okay. Can you tell me about the second
19 computer system that you purchased.

20 A. It's a Dell.

21 Q. Do you remember the name of the product?

22 A. I do not.

23 Q. Was this also a desktop computer?

24 A. Yes.

25 Q. Did it also include a monitor?

1 Guttman - October 11, 2012

2 A. Probably.

3 Q. Probably. You're not sure?

4 A. Again, I would have to check receipts on
5 that as well. This was a while back.

6 Q. Okay. When was this?

7 A. Between 1997 and 2006.

8 Q. Okay. So the same time period?

9 A. Yeah.

10 Q. Do you remember where you were when you
11 made that purchase?

12 A. I'm not sure.

13 Q. You don't recall?

14 A. It could have been Washington D.C. or
15 Sarasota, Florida.

16 Q. Did you make the purchase on-line?

17 A. I'm sorry, I don't remember.

18 Q. You don't recall?

19 A. I don't recall.

20 Q. So when you say it could have been
21 Washington D.C., that could have been from a retailer
22 in Washington D.C. or an on-line retailer?

23 A. Probably Dell directly.

24 Q. And is that Dell.com?

25 A. Yes.

1 Guttman - October 11, 2012

2 Q. Is it possible that you were -- I'm
3 sorry, you stated it is possible you also might have
4 been in Florida when you purchased that?

5 A. Yes.

6 Q. From Dell.com?

7 A. That's correct.

8 Q. So are you claiming damages on that
9 system?

10 A. No.

11 Q. And why not?

12 A. I don't have the documentation.

13 Q. You don't know what happened to the
14 documentation?

15 A. I'm not sure. I'm sure it probably is
16 in an American Express account within the last 10
17 years.

18 Q. Have you checked your American Express
19 statements for the time period?

20 A. I have not.

21 Q. Going back to the first product you
22 mentioned, Dell Latitude desktop, do you still own
23 that Dell Latitude desktop?

24 A. Yes.

25 Q. Do you still use it?

1 Guttman - October 11, 2012

2 A. Yes.

3 Q. And then the second product you
4 mentioned, the Dell desktop, do you still own that
5 product?

6 A. Which one?

7 Q. The second one you mentioned.

8 A. I do.

9 Q. Okay. Do you still use that product?

10 A. I do.

11 Q. Okay. Can you tell me about the third
12 computer package that you purchased.

13 A. The one regarding this CRT case?

14 Q. Is that the third one? You mentioned
15 there were three or four packages.

16 A. I'm not sure if it was two to three or
17 three to four, to be honest with you.

18 Q. Okay.

19 A. The 1100 Dell is the one that I do have
20 documentation for, purchased in 2006.

21 Q. When exactly was that purchased?

22 A. I don't have a date, but it was 2006.

23 Q. Is there a document you could look at
24 that would refresh your recollection of when you
25 purchased that computer?

1 Guttman - October 11, 2012

2 A. Yes.

3 Q. What document is that?

4 A. Copy of my receipt.

5 Q. Has that been produced in this
6 litigation?

7 A. I'm not sure.

8 MR. GRALEWSKI: Can we go off the record
9 for one second.

10 THE VIDEOGRAPHER: Going off the record
11 at 11:38.

12 (Discussion held off the record.)

13 THE VIDEOGRAPHER: Back on the record at
14 11:39.

15 BY MS. NAIFEH:

16 Q. Mr. Guttman, where were you when you
17 purchased the Dell 1100?

18 A. Washington, D.C.

19 Q. Were you at Lawyer's Choice?

20 A. I was.

21 Q. Where did you purchase the 1100 from?

22 A. Dell.com.

23 Q. You mentioned earlier that you live in
24 Florida.

25 A. I do.

1 Guttman - October 11, 2012

2 Q. And you commute to D.C. for work?

3 A. That is correct.

4 Q. How often do you commute?

5 A. From the fall through the spring,
6 usually on a weekly basis.

7 Q. By weekly basis, what do you mean?

8 MR. GRALEWSKI: I'm going to object to
9 these questions as outside the scope of the
10 deposition notice.

11 A. I generally come to Washington Monday --
12 on Monday, and leave Thursday or Friday.

13 Q. Okay. And I'm sorry, I'm sorry, what
14 month do you say you commute?

15 MR. GRALEWSKI: Same objection.

16 A. In the spring to the fall. In the
17 summertime, I tend to be in Washington D.C.
18 full-time, except for a two-week vacation.

19 Q. So is it possible that you could have
20 been in Florida when you purchased the Dell 1100?

21 A. No.

22 Q. You recall being in D.C. when you made
23 that purchase?

24 A. I do.

25 Q. Okay. So what was included in the

1 Guttman - October 11, 2012

2 purchase of the Dell 1100?

3 A. A monitor screen, a mouse, and a
4 keyboard.

5 Q. Was there anything else?

6 A. I don't believe so, no.

7 Q. So the monitor, mouse and keyboard came
8 with the computer?

9 A. As a package, that's correct.

10 Q. You didn't purchase the monitor
11 separately; is that right?

12 A. I did not.

13 Q. What was the brand of the monitor?

14 A. The name was Dell on the monitor itself.

15 Q. So both the computer system and the
16 monitor were Dell?

17 A. To the best of my knowledge, yes.

18 Q. Do you remember the model number of the
19 monitor?

20 A. I do not.

21 Q. Is Dell a defendant in this case?

22 A. I don't believe so.

23 Q. Do you know why not?

24 A. Dell is a packager of the product.
25 They're a -- they do not produce CRTs.

1 Guttman - October 11, 2012

2 Q. And so why aren't they included as a
3 defendant?

4 A. I have no idea. I rely on --

5 MR. GRALEWSKI: Object to the form.
6 Asked and answered. You can continue.

7 A. I rely on my lawyer's advice.

8 Q. What did the monitor that came with the
9 Dell 1100 computer system look like?

10 A. It looked like the old television
11 monitor screen. It was black.

12 Q. How large was it?

13 A. I can't recall.

14 Q. Did you ever measure it?

15 A. No.

16 Q. Did you purchase that computer system
17 yourself? Sorry, I want to clarify.

18 Did you, as president and executive of
19 Lawyer's Choice, did you make that purchase on behalf
20 of Lawyer's Choice?

21 A. Yes, I did.

22 Q. Okay. Do you know whether the monitor
23 that you bought had a manufacturer's suggested retail
24 price associated with it?

25 A. I do not.

1 Guttman - October 11, 2012

2 Q. Do you know if you paid less than the
3 manufacturer's suggested retail price by purchasing
4 it in a bundle?

5 MR. GRALEWSKI: Object to the form.

6 Lacks foundation.

7 A. I do not.

8 Q. What specific features of the computer
9 system were important to you when you purchased it?

10 A. Speed, reliability.

11 Q. Is there anything else?

12 A. Price.

13 Q. Did other products have those features?

14 A. Could you rephrase that.

15 Q. Were there any other products besides
16 the Dell computer that had those features that you
17 could have purchased?

18 A. I assume.

19 Q. You assume. Did you --

20 A. I went directly to Dell.com and made the
21 purchase.

22 Q. Okay. So did you research any other
23 brands?

24 A. No.

25 Q. Okay. Why not?

1 Guttman - October 11, 2012

2 A. I have a comfort level with Dell.

3 Q. Was the monitor important at all when
4 you made the purchase of the computer system?

5 MR. GRALEWSKI: Object to the form.
6 Vague and ambiguous.

7 A. Yes.

8 Q. Why?

9 A. It provided a central component to the
10 package.

11 Q. Didn't it just come with the computer
12 system as an accessory, like the mouse and keyboard?

13 MR. GRALEWSKI: I object to the form.
14 Asked and answered, misstates testimony, lacks
15 foundation.

16 A. It was a --

17 MR. GRALEWSKI: Vague and ambiguous.
18 Sorry.

19 A. It was part of the package. It was an
20 inclusive price.

21 Q. Okay. Would you say that the quality of
22 the computer system was more important to you than
23 the quality of the monitor?

24 A. No, not necessarily.

25 Q. But you testified earlier that you would

1 Guttman - October 11, 2012

2 be looking for a computer system that would be fast
3 and reliable; is that correct?

4 MR. GRALEWSKI: Object to the form.

5 Asked and answered, argumentative.

6 A. I did state that, yes.

7 Q. So those were the most important
8 reasons -- I'm sorry, the most important features in
9 the computer system?

10 MR. GRALEWSKI: Object to the form.

11 Vague and ambiguous.

12 A. No.

13 Q. What were some of the other important
14 features that you were looking for in the computer
15 system?

16 A. Well, the monitor screen had to be
17 readable and large enough to handle a multitude of
18 tasks. I was not likely to buy a stand alone
19 computer without a monitor, a mouse, and a keyboard.

20 Q. Is there any specific reason why you
21 purchased the monitor that you did instead of other
22 monitors that were available?

23 A. Yes.

24 Q. What was that?

25 A. It was part of a package that was

1 Guttman - October 11, 2012

2 included in the price. It was a packaged purchase.

3 Q. So you purchased the monitor because it
4 was included in the package?

5 A. I specifically chose that monitor.

6 Q. How did you specifically choose that
7 monitor?

8 A. I believe the Dell website gave you
9 choices.

10 Q. And do you remember what those other
11 choices were?

12 A. I do not.

13 Q. Okay. What features of the monitor that
14 you chose were important to you?

15 MR. GRALEWSKI: Object to the form.

16 Asked and answered.

17 A. The size, the reliability, and the
18 pricing of the monitor.

19 Q. What was the pricing of the monitor?

20 A. I do not recall.

21 Q. Didn't the monitor just come with the
22 computer package?

23 A. Yes.

24 Q. But you stated that you selected the
25 monitor.

1 Guttman - October 11, 2012

2 A. That's correct.

3 Q. Were there other monitors that were more
4 expensive to choose from?

5 A. Yes.

6 Q. Were there other monitors that were less
7 expensive to choose from?

8 A. I don't recall.

9 Q. So do you believe that you chose the
10 least expensive monitor?

11 A. I believe I chose the recommended
12 monitor with that package.

13 Q. And recommended by whom?

14 A. By Dell.

15 Q. So of the options available to you,
16 there was a recommended model and then there were
17 other models; is that right?

18 A. I believe that's correct, yes.

19 Q. Do you remember on what basis Dell made
20 its recommendation?

21 MR. GRALEWSKI: Object to the form.

22 Calls for speculation.

23 A. I really -- I can't recall.

24 Q. Was this a situation where if you bought
25 the computer, they gave you the monitor for free?

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: Object to form, lacks
3 foundation, argumentative, call for a legal
4 conclusion, asked and answered.

5 A. No.

6 Q. Okay. So what percentage of the
7 purchase price did the monitor represent?

8 A. I have no idea.

9 Q. So you don't recall the price of the
10 monitor?

11 A. I don't believe it was included in the
12 list to choose from. It was the recommended monitor
13 for that particular package.

14 Q. I see. And the price wasn't listed with
15 the recommendation?

16 A. Not for that monitor.

17 Q. Not for that monitor.

18 Were the prices listed for other
19 monitors?

20 A. Yes.

21 Q. So you could pay an additional fee to
22 get other monitors; is that right?

23 A. I believe so.

24 Q. Because there was no purchase price,
25 though, does that mean that the monitor was

1 Guttman - October 11, 2012

2 essentially free?

3 A. No.

4 MR. GRALEWSKI: Objection to the form.

5 Lacks foundation.

6 Q. How do you know that it wasn't free?

7 MR. GRALEWSKI: Same objection.

8 Argumentative, asked and answered.

9 A. I believe that I could have eliminated
10 the monitor and saved more money.

11 Q. You believe. Are you sure about that?

12 A. No.

13 Q. Okay. How much could you have saved?

14 A. I can't recall that number.

15 Q. Was the price you paid for the computer
16 a sales price?

17 MR. GRALEWSKI: I object to the form.

18 Vague and ambiguous.

19 Q. Was it on sale?

20 A. You mean below the listed price?

21 Q. Correct.

22 A. I really don't recall.

23 Q. Did you get any discounts?

24 A. As a package, I believe I did, yes.

25 Q. Okay. And why did you get discounts?

1 Guttman - October 11, 2012

2 A. Because it was on their website.

3 Q. So their website was offering a
4 discount?

5 A. It was a package. If you take all the
6 elements separately, it would cost more.

7 Q. So you got a discounted price because
8 you purchased the items together as a package?

9 A. Yes.

10 Q. And would that include a discounted
11 price on the monitor?

12 A. I can't state to that fact. I don't
13 know.

14 Q. So you don't know what kind of discount
15 you might have gotten because you purchased the
16 monitor together with the computer system?

17 MR. GRALEWSKI: Object to the form.
18 Misstates testimony.

19 A. Could you repeat that, please.

20 MS. NAIFEH: Do you mind repeating that.

21 (The record was read.)

22 A. I don't know how to answer that.

23 Q. So --

24 A. Could you rephrase it, please.

25 Q. So you stated earlier that you got a

1 Guttman - October 11, 2012

2 discount by purchasing the package together; is that
3 correct?

4 A. That's correct.

5 Q. Okay. You don't know how much of a
6 discount you got by purchasing the products together?

7 A. That's correct, also.

8 Q. Okay. And so you don't know how much of
9 that discount you can attribute to the monitor; is
10 that correct?

11 A. That is correct.

12 Q. Okay. Was the brand of the monitor
13 important to you?

14 A. Yes.

15 Q. Did you consider any other brands of
16 monitors?

17 A. In this purchase?

18 Q. Yes.

19 A. No.

20 Q. Was the size of the monitor important?

21 A. Yes.

22 Q. Why?

23 A. So my employees could function properly
24 with the computer.

25 Q. Okay. What size were you looking for?

1 Guttman - October 11, 2012

2 A. Probably the one I purchased.

3 Q. And do you recall what size that was?

4 MR. GRALEWSKI: Object to the form.

5 Asked and answered.

6 A. It might have been 17 inches.

7 Q. Okay. Was the manufacturer of the
8 cathode ray tube inside the monitor important?

9 A. Yes.

10 Q. And why was that important?

11 A. Because that would affect the overall
12 operability of the monitor.

13 Q. Do you know who the manufacturer of the
14 cathode ray tube in the monitor was?

15 A. No.

16 Q. Was the fact that the product contained
17 a CRT important to you when you purchased the
18 product?

19 A. Could you rephrase that.

20 Q. Was it important to you that there was a
21 CRT inside the product?

22 A. If that was its function, yes.

23 Q. And how so?

24 A. I suppose I could have bought an LCD
25 screen also.

1 Guttman - October 11, 2012

2 Q. And why didn't you buy an LCD?

3 A. I was satisfied with the overall package
4 that Dell was offering me.

5 Q. Was Dell offering you an LCD screen as
6 an alternative?

7 A. Yes.

8 Q. So could you explain why you chose a CRT
9 instead of the LCD that Dell was offering.

10 A. I believe it was more economical and it
11 was with that package.

12 Q. Okay.

13 A. The recommended package.

14 Q. So the price and because it was
15 recommended by Dell?

16 A. And included.

17 Q. And included in the package?

18 A. Correct.

19 Q. Okay. So would you have had to pay
20 extra for an LCD monitor?

21 A. I believe so, yes.

22 Q. Okay. Is it fair to say that you didn't
23 buy the LCD monitor because you were getting the CRT
24 monitor at no additional cost?

25 MR. GRALEWSKI: Object to the form.

1 Guttman - October 11, 2012

2 Asked and answered, lacks foundation, calls for
3 speculation. Asked and answered.

4 A. Could you repeat the question, please.

5 MS. NAIFEH: Could you repeat the
6 question.

7 (The record was read.)

8 MR. GRALEWSKI: Also, vague and
9 ambiguous.

10 A. I don't know how to answer that. I was
11 happy with the overall cost of the package.

12 Q. And an LCD monitor would have cost more?

13 A. That's correct.

14 Q. And would not have been included in the
15 package?

16 MR. GRALEWSKI: Object to the form.

17 Lacks foundation, calls for speculation,
18 misstates testimony.

19 A. It would not have been included in the
20 same pricing as the package.

21 Q. I see. What kind of computer did you
22 purchase when you used the Dell 1100 -- did you use
23 when you purchased the Dell 1100 computer?

24 A. Prior to that purchase?

25 Q. When you were making the purchase of the

1 Guttman - October 11, 2012

2 Dell 1100 on-line, what computer were you using?

3 A. Probably another old Dell computer.

4 Q. One of the two that we spoke of earlier?

5 A. I'm not sure.

6 Q. What other Dell computers do you have
7 that you might have been using?

8 A. When I purchased the business in 1997, I
9 believe some of the offices contained computers.

10 Q. And so you may have been using one of
11 those computers?

12 A. That's correct.

13 Q. I see. Do you remember how many
14 computers came with the offices?

15 A. I believe two.

16 Q. Two. Okay.

17 And does Lawyer's Choice continue to use
18 those computers?

19 MR. GRALEWSKI: Object to the form.

20 Outside the scope.

21 A. I don't believe so.

22 Q. Was the computer that you made the
23 purchase of the Dell 1100 on a laptop or desktop?

24 MR. GRALEWSKI: Object to form. Outside
25 the scope.

1 Guttman - October 11, 2012

2 A. A desktop.

3 Q. Did it have a stand alone monitor?

4 MR. GRALEWSKI: Same objection.

5 A. Yes.

6 Q. What kind?

7 A. CRT.

8 Q. Do you remember the brand?

9 A. I want to say Dell.

10 Q. Okay. And why aren't you claiming
11 damages for that monitor?

12 MR. GRALEWSKI: Same objections.

13 Actually, I'm going to withdraw my objections to
14 your questions about the computer and monitor he
15 used or may have used to purchase the 1100.

16 A. I had no receipts for that.

17 Q. Okay. So when you purchased the
18 computer at Dell.com, did you customize the computer
19 package that you wanted or was it -- was it -- I'll
20 just leave it at that.

21 Did you customize the computer package?

22 A. No.

23 Q. No. So it was already just one package
24 and you selected that package?

25 A. I believe that's correct.

1 Guttman - October 11, 2012

2 Q. So you didn't specifically pick out the
3 processor size or amount of memory?

4 A. I think it was included in the package.

5 Q. Okay. So the monitor -- in the same
6 way, the monitor was included in the package and you
7 didn't select a different monitor?

8 MR. GRALEWSKI: Hold on a second. I'm
9 going to object to that question as asked and
10 answered. You have a right to ask questions.
11 I'm not going to instruct him not to answer the
12 question, but that is approximately the 10th
13 time you asked that same question. And I would
14 ask you to ask him questions that you haven't
15 already asked him. Thank you.

16 A. Could you repeat the question, please.

17 MS. NAIFEH: Do you mind repeating it.

18 (The record was read.)

19 A. I did not select a different monitor.

20 Q. Okay. Did you deal with a customer
21 support person when you purchased the Dell 1100?

22 A. No.

23 Q. Could you have purchased the Dell 1100
24 anywhere else?

25 A. I assume I could have through an

1 Guttman - October 11, 2012

2 authorized dealer.

3 Q. Do you know where?

4 A. Well, there's lots of internet companies
5 that have relationships with Dell or Gateway or
6 Apple. I presume I could have, yes.

7 Q. From what other websites could you have
8 purchased the computer?

9 A. I have no idea. I went directly to
10 Dell.

11 Q. Okay. Did you shop around for the best
12 price?

13 A. I don't understand the question.

14 Q. When you bought your computer system,
15 did you look around to see where you could get that
16 system for the best price?

17 A. Are you referring to within the Dell
18 website?

19 Q. No. I'm referring to other retailers or
20 other websites.

21 A. No.

22 Q. Okay. So the prices at other stores or
23 on-line retailers could have been better than the one
24 that you paid?

25 MR. GRALEWSKI: Object to the form.

1 Guttman - October 11, 2012

2 Lacks foundation, calls for speculation.

3 A. I don't know.

4 Q. You don't know because you didn't --

5 A. That's correct. I did not look.

6 Q. Okay. Did you wait to make the purchase
7 in hopes that the price would go down?

8 A. No.

9 Q. Did you review any marketing materials
10 or brochures?

11 A. No.

12 Q. Did you look for any sales or discounts?

13 A. Yes.

14 Q. Did you find any sales or discounts?

15 A. Yes.

16 Q. Where did you look?

17 A. Dell.com.

18 Q. Did you look anywhere else?

19 A. No.

20 Q. And what discounts did you find at
21 Dell.com?

22 A. The packaged price.

23 Q. Was there any other discount besides the
24 packaged price?

25 A. No.

1 Guttman - October 11, 2012

2 Q. Okay. Do you know where Dell bought the
3 computer system that you purchased?

4 A. Could you repeat that, please.

5 Q. Do you know where Dell.com purchased the
6 computer system that you purchased?

7 A. I'm not aware if they purchased it or
8 they manufactured it.

9 Q. Okay. Do you know how much Dell paid
10 for or spent in purchasing or manufacturing your
11 computer system?

12 A. No.

13 Q. Do you still have this monitor, the
14 monitor that came with the Dell 1100?

15 A. I'm not sure.

16 Q. You're not sure if you still have it.
17 Do you know what you might have done
18 with it?

19 A. I may have upgraded to an LCD screen.

20 Q. You may have.

21 A. Well, the 1100 Dell computer in the
22 office has another LCD screen connected to that
23 computer.

24 Q. Okay. For how long has it had that LCD
25 screen connected?

1 Guttman - October 11, 2012

2 A. This LCD screen, probably about four or
3 five months. There was another LCD screen that's
4 been there for two -- maybe two or three years.

5 Q. Okay. So you don't recall what happened
6 to the CRT monitor before the LCD screens were
7 purchased?

8 A. Please repeat that.

9 Q. I'm sorry. I'll rephrase.
10 You don't know what happened to the
11 monitor of the Dell 1100 before the LC -- before you
12 replaced it with the LCD screens?

13 A. It was used with the 1100.

14 Q. But you don't know what happened to it
15 after you replaced it?

16 A. I think it was recycled.

17 Q. Recycled?

18 A. Could have been, yes.

19 Q. Okay. Could it have been sold?

20 A. No.

21 Q. No. Okay.

22 And -- but you don't think that Lawyer's
23 Choice still holds -- still has the monitor, that's
24 right?

25 A. I don't believe so.

1 Guttman - October 11, 2012

2 Q. You don't believe so. Are you sure?

3 A. No.

4 Q. Okay. What do you mean by recycled?

5 A. The building sends a notice out asking
6 us to recycle electronics, monitors, whatever,
7 because it's considered the proper thing to do for
8 the environment, so any unused products for an
9 extended period of time, we'll remove.

10 Q. Okay. So you might have given it to
11 your building for that purpose?

12 A. Yes.

13 Q. Okay. Do you know who in your office
14 would have been responsible for giving the monitor to
15 the building?

16 A. Yes.

17 Q. Who is that?

18 A. Me.

19 Q. You. Okay. So do you recall doing
20 that?

21 A. No.

22 Q. Not specifically?

23 A. Correct.

24 Q. Okay. But it is your -- is it fair to
25 say that it's your practice to recycle electronic

1 Guttman - October 11, 2012

2 products in this way?

3 A. Yes.

4 Q. Okay.

5 MS. NAIFEH: I think it's time to switch
6 the tape.

7 THE VIDEOGRAPHER: Going off the record
8 at 12:16.

9 (There was a recess taken.)

10 THE VIDEOGRAPHER: Back on the record at
11 12:27.

12 MS. NAIFEH: I would like to mark this
13 exhibit.

14 (Exhibit 367, E-Mail Order Confirmation,
15 marked for identification, as of this date.)

16 BY MS. NAIFEH:

17 Q. Mr. Guttman, the court reporter has
18 handed you Exhibit 367.

19 Do you recognize this?

20 A. Yes.

21 Q. What is it?

22 A. It's my recent purchase order.

23 Q. Okay. Is this an e-mail from SMB Online
24 Order Resolution at Dell.com?

25 A. Yes.

1 Guttman - October 11, 2012

2 Q. How do you know that this e-mail relates
3 to the CRT monitor for which you're claiming damages
4 in this case?

5 A. It's the 1100.

6 Q. The Dell 1100?

7 A. Yes.

8 Q. On its face, does this e-mail give any
9 indication that it is for a Dell monitor?

10 A. Yes.

11 Q. And where is that?

12 A. Page 2 of 4.

13 Q. So on page 2 of 4, it says Dimension
14 1100 P4, Intel Pentium 4 processor, and then below
15 that, it says monitors.

16 Is that what you're referring to?

17 A. Yes.

18 Q. Where it says 17 inch E773, 16 inch
19 viewable conventional CRT?

20 A. Correct.

21 MS. NAIFEH: For the record, I would
22 like to state that Exhibit 367 is CRT 000907 to
23 909.

24 Q. So it looks like from this e-mail that
25 the computer was purchased and the monitor was

1 Guttman - October 11, 2012

2 included; is that correct?

3 A. As part of the package.

4 Q. Okay.

5 A. Yes.

6 Q. Did you order anything else at Dell.com
7 around this time?

8 A. No.

9 Q. So could this e-mail have been related
10 to any other product?

11 A. No.

12 Q. What is the date of this e-mail?

13 A. According to the Exhibit, March 20,
14 2006.

15 Q. And who is the e-mail to?

16 A. Lawsuites@AT&T.net.

17 Q. What e-mail address is that?

18 A. It's the official address of Lawyer's
19 Choice Suites, Inc.

20 Q. Okay. So that's not a personal e-mail
21 address?

22 A. It could be.

23 Q. What do you mean by that?

24 A. I tend to use the address for -- mostly
25 Lawyer's Choice Suites' business, but I do get

1 Guttman - October 11, 2012

2 e-mails from time to time from friends.

3 Q. Okay. So you use this e-mail address in
4 your capacity as president of Lawyer's Choice, but
5 also, in a personal capacity; is that correct?

6 A. That's correct.

7 Q. Does anyone else have access to this
8 e-mail account?

9 A. No.

10 Q. So at the top of the document, it has
11 your name, Al Guttman.

12 Did you purchase this monitor in your
13 personal capacity?

14 A. No.

15 Q. And then at the bottom on the first
16 page, it says bill to, Alvin Guttman.

17 Does that indicate that you purchased
18 this in your personal capacity?

19 A. No.

20 Q. So why does it say bill to Alvin
21 Guttman?

22 A. I'm president of the corporation.

23 Q. And why doesn't it say bill to Lawyer's
24 Choice?

25 MR. GRALEWSKI: Object to the form.

1 Guttman - October 11, 2012

2 Calls for speculation.

3 A. They asked me for my name. I put the
4 name in the box.

5 Q. And you couldn't have put Lawyer's
6 Choice in the box?

7 A. Could have. And in fact, I might have.

8 Q. But it says -- I mean, it doesn't say
9 Lawyer's Choice in this case; is that right?

10 A. I would have to look at the receipt.

11 Q. So this document is not the receipt?

12 A. No.

13 Q. Do you have the receipt?

14 A. Yes.

15 Q. Has it been produced in this case?

16 A. I don't know.

17 Q. Have you provided it to your counsel?

18 A. Yes.

19 Q. Okay.

20 MR. GRALEWSKI: Counsel, it may be CRT
21 000910.

22 MS. NAIFEH: Okay.

23 Q. So this e-mail is essentially an order;
24 is that right, an order that you placed?

25 A. You're referring to me?

1 Guttman - October 11, 2012

2 Q. I'm referring to -- yes, to you. You or
3 you as Lawyer's Choice.

4 A. That's correct.

5 Q. This is an order and not a receipt?

6 A. That is correct.

7 Q. Okay. So what is the order for?

8 A. I'm sorry?

9 Q. Withdrawn.

10 Let's go to the second page, Bates No.

11 908. It lists order details at the top; is that
12 right?

13 A. Yes.

14 Q. So what did you get for your order?

15 A. A Dimensional 1100.

16 Q. And what did that include with it?

17 A. Pentium processor, XP Professional
18 Windows, and a number of other items that came
19 included in the package.

20 Q. And what were those other items?

21 MR. GRALEWSKI: Counsel -- go ahead.

22 A. Would you like me to list -- to read off
23 this list?

24 Q. No, that's not necessary.

25 Is it fair that all of the -- is it fair

1 Guttman - October 11, 2012

2 to say that all of the items that came with the
3 package are listed on this -- on page 908?

4 A. Yes.

5 Q. What was the price of your order?

6 A. According to the document in front of
7 me, it states unit price, \$877.00.

8 Q. How much of that price is represented by
9 the CRT monitor?

10 A. I have no idea.

11 Q. Can you give an estimate?

12 A. Not really.

13 Q. Do you think it's more than 10 percent?

14 MR. GRALEWSKI: I'm going to object to
15 the form of the question. It calls for expert
16 testimony.

17 A. I don't know.

18 Q. Does this e-mail indicate that you paid
19 sales tax?

20 A. I think so.

21 Q. How much?

22 A. I don't know. Actually, page 3 of 4
23 states the tax as \$46.06.

24 Q. Okay. So when this document was
25 produced, it was produced -- even though it says that

1 Guttman - October 11, 2012

2 there were four pages, we only received three of
3 those pages.

4 Do you know what happened to the fourth
5 page, page 4 of 4?

6 A. I may still have it. But I don't think
7 it included anything of relevance to the actual
8 shipping and items.

9 Q. Okay. Did you produce that page to your
10 counsel?

11 A. I don't know.

12 Q. If you do still have that page, we would
13 ask your counsel to produce it.

14 MR. GRALEWSKI: I'm happy to talk with
15 you about that at the conclusion of the depo or
16 when you want to discuss it.

17 MS. NAIFEH: Thank you.

18 Q. Is there any indication from this e-mail
19 that the computer system was discounted?

20 A. Yes.

21 Q. And what is that?

22 A. It looks like they gave me a \$100 credit
23 for buying the package.

24 Q. Where do you see that?

25 A. Page 3 of 4. At the top.

1 Guttman - October 11, 2012

2 Q. You said \$100 credit. Is that a credit
3 or a discount?

4 MR. GRALEWSKI: I object to the form.
5 Vague and ambiguous.

6 A. I really don't know.

7 Q. Okay. Is there any other discounts?

8 A. Free shipping.

9 Q. Okay. And so where it says additional
10 discounts and coupons, it says "Small business
11 customers receive free, three to five day shipping."

12 Is that what you're referring to?

13 A. Yeah.

14 Q. Okay. And how much was that discount?

15 A. According to the document, \$66.

16 Q. Okay. So let's go back to the first
17 discount, the \$100 discount where it says Dimension
18 1100 expires March 24th, 2006.

19 Was this a coupon that you used?

20 A. It may have been.

21 Q. You don't recall?

22 A. I think it was a coupon on-line, kind of
23 like an on-line coupon.

24 Q. Like a promotional coupon?

25 A. I believe so.

1 Guttman - October 11, 2012

2 Q. Promotional code, something like that?

3 A. Something like that, yes.

4 Q. Do you know where you got that coupon?

5 A. I have no idea.

6 Q. Do you know if it was from Dell?

7 A. In all probability, yeah.

8 Q. Okay. So this wasn't -- it wasn't a
9 sale that you recall; it was actually a code that you
10 would have had to enter?

11 A. Or a click.

12 Q. A click. What do you mean by that?

13 A. Perhaps it's an on-line icon that you
14 click for your \$100 discount.

15 Q. And that would have been on Dell.com?

16 A. I believe so, yes.

17 Q. Did you get any Dell newsletters or
18 e-mails with special offers?

19 A. Yes.

20 Q. Is that how you learned about the
21 coupon?

22 A. I don't recall.

23 Q. You don't recall.

24 MR. GRALEWSKI: Object to the form.

25 Lacks foundation.

1 Guttman - October 11, 2012

2 Q. Did this \$100 discount represent you
3 getting the monitor for free?

4 MR. GRALEWSKI: Object to the form.

5 Asked and answered. Lacks foundation.

6 Argumentative.

7 A. I don't believe so.

8 Q. Why not?

9 MR. GRALEWSKI: Object to the form.

10 Lacks foundation. Calls for speculation. Calls
11 for legal and expert testimony.

12 A. It was a package, an overall package.
13 If you purchased the package, you get a \$100 discount
14 if you purchase it within a certain period of time.

15 Q. So are you saying that the \$100 discount
16 came because you purchased it as a package?

17 A. Yes.

18 Q. So this wasn't an addition to the
19 package price -- I'm sorry, I'm not stating that
20 clearly.

21 If you'll turn to 908, where it says
22 unit price, \$877.

23 A. Correct.

24 Q. Does that represent the package price of
25 this unit?

1 Guttman - October 11, 2012

2 A. Yes.

3 Q. So then the \$100 discount on the page
4 909 would be an additional discount on the package
5 price; is that right?

6 MR. GRALEWSKI: Object to the form. The
7 document speaks for itself. Asked and answered.
8 Argumentative. Lacks foundation.

9 A. Could you repeat the question.

10 MS. NAIFEH: Do you mind repeating it.

11 (The record was read.)

12 A. I believe so, yes.

13 Q. So the discount is in addition to the
14 \$100 -- I'm sorry, the \$100 discount is in addition
15 to any discount you might have gotten from buying the
16 unit as a package?

17 MR. GRALEWSKI: Object to the form.
18 Lacks foundation, calls for speculation, asked
19 and answered.

20 A. I don't know.

21 Q. Doesn't it seem clear from the document
22 that there was an additional \$100 discount from the
23 package price from this order?

24 MR. GRALEWSKI: Object to the form.
25 Argumentative, asked and answered, lacks

1 Guttman - October 11, 2012

2 foundation, calls for speculation.

3 A. Again, this was on-line. And I may have
4 pushed an icon that allowed for a \$100 discount
5 before I even saw the whole package. I can't recall.

6 Q. Okay. Let's talk about the second
7 discount.

8 Was this free shipping discount a coupon
9 that you used?

10 A. I don't recall.

11 Q. Was it a sale or promotion from Dell
12 that expired on May 4th, 2006?

13 A. According to page 3, it is, yes.

14 Q. Do you know how you would have found out
15 about that promotion?

16 A. On the website.

17 Q. Could you have found out about it from a
18 newsletter or e-mail from Dell?

19 A. It's possible.

20 Q. The discount says it was for small
21 business customers.

22 Did Lawyer's Choice have to apply for
23 this discount?

24 A. I believe I filled a form out that gave
25 me an ID number.

1 Guttman - October 11, 2012

2 Q. An ID number.

3 So when did you fill out that form?

4 A. I don't recall.

5 Q. Was it before you made this purchase?

6 A. Probably.

7 Q. Did you use that ID number in purchasing
8 the other computers that we talked about this
9 morning?

10 A. I don't recall.

11 Q. Do you recall making -- using that ID
12 number with any other purchase besides this Dell
13 computer, this Dell 1100?

14 A. Yes.

15 Q. And what computers were those?

16 A. Computer upgrades.

17 Q. Computer upgrades?

18 A. Right.

19 Q. When were those made?

20 A. I don't recall. I buy extra memory.

21 Q. Did this \$66 discount represent you
22 getting the monitor for free?

23 MR. GRALEWSKI: Object to the form.

24 Asked and answered.

25 A. I don't believe so.

1 Guttman - October 11, 2012

2 Q. Why not?

3 MR. GRALEWSKI: Same objection. I'll
4 withdraw that objection.

5 A. Looks like a shipping discount to me.

6 Q. And who would have -- where would that
7 shipping discount have come from?

8 MR. GRALEWSKI: Object to the form.

9 Calls for speculation. Vague and ambiguous.

10 A. It looks to me to be from Dell.com.

11 Q. So from the retailer that you purchased
12 the computer package from?

13 A. To the best of my knowledge, yes.

14 Q. So you got in total, \$166 off the price
15 of this computer system; is that right?

16 MR. GRALEWSKI: Object to the form.

17 Misstates testimony. Lacks foundation.

18 A. Could you rephrase that.

19 Q. Adding together the first discount of
20 \$100 and the second discount of \$66, you got \$166 off
21 of the price of the computer system?

22 MR. GRALEWSKI: Object to the form.

23 Misstates testimony. Lacks foundation.

24 A. I can't determine the original retail
25 price of this computer. I would have had to have

1 Guttman - October 11, 2012

2 gone back and see what it was being charged for a
3 month earlier.

4 Q. Well, is it fair to say that you got a
5 \$166 discount off of the \$877 price on page 908?

6 MR. GRALEWSKI: Object to the form.
7 Argumentative, lacks foundation.

8 A. It appears, according to the document,
9 that I did receive a shipping discount and an overall
10 package discount. But I have no idea what their
11 internal pricing is in terms of value. For all I
12 know, the cost of the computer could have been more,
13 and then it went down again. I don't know what its
14 original price was.

15 Q. Okay. Well, the price listed on page
16 908 was the price on Dell's website; is that correct?

17 A. Yes.

18 Q. And you paid \$166 less than that price
19 according to page 909; is that correct?

20 MR. GRALEWSKI: Object to the form.
21 Misstates the document. Misstates testimony.

22 Lacks foundation. Argumentative.

23 A. According to the document, I received a
24 \$166 price credit from the \$877.00. I have no idea
25 what specifically they were crediting me for except

1 Guttman - October 11, 2012

2 for what the document states.

3 Q. And what do you mean by price credit?

4 A. Simply \$166.00 was reduced from \$877.00.

5 Q. Okay. Do you think that the monitor
6 represented more of the price than that?

7 A. Could you repeat that, please.

8 Q. Do you think that the monitor
9 represented more than \$166?

10 MR. GRALEWSKI: Object to the form.

11 Calls for expert testimony.

12 A. I have no idea.

13 Q. Do you know how much stand alone
14 monitors were selling for at that time?

15 A. No.

16 Q. Did you price them?

17 A. No.

18 Q. Why not?

19 A. I was more interested in a package
20 because I needed a new computer with a monitor with
21 the mouse with the keyboard. And this promotion met
22 my corporate needs.

23 Q. Okay. Did the seller offer you a low
24 price match guarantee?

25 A. I don't believe so.

1 Guttman - October 11, 2012

2 Q. Were there any other promotions for the
3 product that you recall at the time?

4 A. No.

5 Q. Was there a rebate for the product?

6 A. No.

7 Q. Did the price go down after you
8 purchased it?

9 A. I have no idea.

10 Q. Did you purchase the product along with
11 any other products not listed on page 909?

12 A. Could you repeat that, please.

13 Q. So looking at page 909 -- I'm sorry, I
14 misspoke. 908.

15 Did you purchase any other product along
16 with the products listed on page 908?

17 A. I don't think so.

18 Q. Any printers or scanners or external
19 hard drives?

20 A. I don't believe so.

21 Q. Do you know how much of the total price
22 was attributed to each item listed on page 908?

23 A. No, I don't.

24 Q. Could you have purchased each of those
25 items separately?

1 Guttman - October 11, 2012

2 A. I suppose I could have.

3 Q. And why did you purchase them together?

4 A. Because of the value of the package.

5 Q. Were you required to purchase the
6 computer to get the price that you paid?

7 A. I don't understand the question.

8 Q. Were you required to purchase the
9 computer to get the price of the monitor?

10 A. I don't know how to answer that.

11 Q. Okay. I'll withdraw that.

12 Were you required to purchase any
13 additional products besides the computer to get the
14 price that you paid?

15 A. No.

16 Q. If you look on page 908, the 11th item
17 under order details is modem. And it says no modem
18 requested.

19 Does that indicate that you customized
20 this purchase?

21 A. No.

22 Q. So why does it say no modem requested?

23 A. Because I didn't request a modem.

24 Q. Did you have the opportunity to request
25 a modem?

1 Guttman - October 11, 2012

2 A. I'm sure I did.

3 Q. Did you purchase a service package with
4 the product?

5 A. A one-year support plan was included
6 within the overall purchase.

7 Q. It was already included?

8 A. I believe so.

9 Q. You don't recall exactly?

10 A. I do not.

11 Q. So why did you choose the package that
12 you purchased?

13 MR. GRALEWSKI: Object to the form.

14 Asked and answered.

15 A. At the time, it appeared to meet my
16 corporate needs.

17 Q. And those needs were what?

18 A. Price, reliability, the name.

19 Q. The name?

20 A. The name Dell.

21 Q. Brand?

22 A. The branding. Past experience and the
23 availability.

24 Q. What do you mean by availability?

25 A. It was something I could order and get

1 Guttman - October 11, 2012

2 within 30 days or whatever.

3 Q. Okay. Does this e-mail indicate the
4 method you used to pay for the product?

5 A. Yes.

6 Q. And where does it say that?

7 A. First page of four, pay with one,
8 credit/debit card on-line.

9 Q. Is that consistent with your
10 recollection?

11 A. Yes.

12 Q. Okay. At the time of purchasing the
13 product, how did you receive your credit card
14 statements?

15 A. By mail.

16 Q. By paper mail?

17 A. Paper mail, yes.

18 Q. Do you still have access to your credit
19 card statement from this purchase?

20 A. Probably.

21 Q. Have you produced your credit card
22 statement in this litigation?

23 A. I don't believe so.

24 Q. Have you given it to your counsel?

25 A. I don't believe so.

1 Guttman - October 11, 2012

2 Q. Okay. Do you know how much of the price
3 that you paid was for the CRT contained within the
4 product?

5 A. No.

6 Q. How would you find that out?

7 MR. GRALEWSKI: I object to the form of
8 the question. It calls for expert testimony.

9 A. I'm not an expert.

10 Q. So you don't know?

11 A. I don't know how I would do that.

12 Q. Okay. Do you know how much a CRT costs
13 relative to the cost of the end product?

14 A. No.

15 Q. If you can turn to page 909. Under the
16 second -- the bottom there, it says important thing
17 to know, the second bullet, where it says "Each order
18 number represents a separate purchase and will be
19 shipped and submitted for payment authorization
20 separately. Consequently, some software and
21 peripherals including, but not limited to, monitors,
22 scanners and printers, may be shipped to you
23 separately from your system."

24 Do you see that?

25 A. Yes.

1 Guttman - October 11, 2012

2 Q. What does peripheral mean?

3 A. I assume they mean accessories to the
4 computer itself.

5 Q. Okay. Would you consider the monitor
6 peripheral to the purchase of your computer system?

7 MR. GRALEWSKI: I object to the form.
8 Misstates the document. Mischaracterizes the
9 prior testimony. Lacks foundation. Calls for
10 speculation.

11 A. I don't know.

12 Q. It appears that Dell does, doesn't it?

13 MR. GRALEWSKI: I object to the form.
14 Lacks foundation. Argumentative.

15 A. Presumably, according to page 3 of 4, a
16 monitor, scanner and printer, seems to be parts of
17 the peripherals, but I don't know how to define
18 peripherals. I've never gone to a dictionary to
19 determine what exactly a peripheral is. I'm not that
20 technically minded.

21 Q. Okay. Thank you, Mr. Guttman.

22 All right. I think we are going to go
23 off the record.

24 THE VIDEOGRAPHER: Going off the record
25 at 1:03.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Guttman - October 11, 2012
(There was a luncheon recess taken.)

1 Guttman - October 11, 2012

2 A F T E R N O O N S E S S I O N

3 THE VIDEOGRAPHER: We're back on the
4 record at 1:56.

5 A L V I N G U T T M A N,

6 Having been previously duly sworn was
7 examined and testified further as follows:

8 EXAMINATION BY

9 MS. NAIFEH: (CONTINUED)

10 Q. Mr. Guttman, you understand you're still
11 under oath; is that correct?

12 A. Yes.

13 Q. Do you have a specific recollection of
14 purchasing the Dell 1100?

15 A. No.

16 Q. So you don't remember where you were
17 when you purchased it?

18 MR. GRALEWSKI: I object to the form.

19 Asked and answered.

20 A. Yes. I was in Washington, D.C.

21 Q. Okay. Do you remember what time of day
22 it was?

23 A. No.

24 Q. If you look at 908 of Exhibit 367.

25 A. 367.

1 Guttman - October 11, 2012

2 Q. The order that we were looking at.

3 MR. GRALEWSKI: She's referring to the
4 Bates No. 908.

5 Q. So under order details, it says the
6 order was placed on March 20, 2006 at 2235. So
7 that's 10:35 p.m.

8 A. I'm simply reading the order detail.
9 2006, 3/20, 2235.59. Okay.

10 Q. Does that match your recollection?

11 MR. GRALEWSKI: Object to the form.
12 Misstates testimony.

13 A. I really do not recollect when I ordered
14 the computer.

15 Q. But you recollect that you were at
16 Lawyer's Choice when you ordered the computer?

17 A. I believe so.

18 Q. Would you have been working at Lawyer's
19 Choice at 10:30 at night, is that a normal practice
20 for you?

21 A. It's not extraordinary, but it's not
22 normal.

23 Q. Okay. So is it possible you could have
24 been at home?

25 A. I don't think so.

1 Guttman - October 11, 2012

2 Q. Why don't you think so?

3 A. Well, I don't have a computer in
4 Washington D.C. that I typically use. I don't think
5 we had smart phones back then. So this is -- I guess
6 I would like to look at my original e-mail they
7 confirmed back immediately. And I don't know if this
8 is an order that was placed by their computer or by
9 me. I honestly don't know.

10 Q. You don't know. Okay.

11 So you couldn't have been at home in
12 Florida when you purchased this computer?

13 MR. GRALEWSKI: Object to the form.

14 Badgering, asked and answered. Argumentative.

15 A. It's not likely.

16 Q. Why do you say that?

17 A. Because typically when I need something,
18 it's during my time in Washington. It just
19 doesn't -- I can't see myself ordering a computer for
20 Washington D.C. out of Florida at 10:30 at night. I
21 don't -- I really don't recall.

22 Q. Okay. Is it possible?

23 A. It's conceivable, yeah.

24 Q. Did you -- if I'm not mistaken, earlier
25 today when you were testifying about the -- one of

1 Guttman - October 11, 2012

2 the other computers that you purchased from Dell and
3 you said you might have purchased that from
4 Washington or from Florida.

5 A. That's correct.

6 Q. So what is it about this computer in
7 particular that you think you would not have
8 purchased --

9 A. Because this was used --

10 Q. -- in Florida?

11 A. This was used in Washington D.C.
12 specifically.

13 Q. So the other computers that you
14 purchased that you might have purchased in Florida
15 wouldn't have been used for Washington D.C.?

16 A. One of them was not. The one that I
17 mentioned to you earlier was for my daughter. It may
18 have been sent directly to Florida.

19 Q. I see. So when you mentioned the three
20 or four computer packages that you purchased earlier,
21 those weren't all for Lawyer's Choice?

22 A. That's correct.

23 Q. I see. Okay.

24 And how many of those packages that you
25 mentioned were for Lawyer's Choice?

1 Guttman - October 11, 2012

2 A. At least two.

3 Q. At least two?

4 A. At least two, including the 1100.

5 Q. Okay. This product was shipped to D.C.;

6 is that correct?

7 A. Yes.

8 Q. But it is possible that you could have

9 ordered it in Florida and had it shipped to D.C.?

10 MR. GRALEWSKI: I object to the form of

11 the question. Asked and answered.

12 A. I do not recall ordering this from

13 Florida.

14 Q. Okay. But is it possible?

15 MR. GRALEWSKI: I object to the form.

16 Asked and answered. You just asked him that

17 question like five minutes ago and he answered

18 it, but you can ask him again.

19 A. When I travel, there are a multitude of

20 different places that one can order anything. But I

21 recall, to the best of my ability, that this

22 Dimension 1100 was ordered on a Dell website outside

23 or inside my office in Washington, D.C.

24 Q. Inside your office in Washington D.C.?

25 A. I believe so. I really do.

1 Guttman - October 11, 2012

2 Q. Okay. But you don't have a specific
3 recollection of that purchase?

4 A. No.

5 Q. So why do you believe that it was
6 purchased at your office in D.C.?

7 MR. GRALEWSKI: Object to the form.

8 Asked and answered.

9 A. Because it was specifically needed for
10 Washington, D.C.

11 Q. Okay.

12 MS. NAIFEH: Can you mark this, please.

13 (Exhibit 368, Shipping Contents Label,

14 marked for identification, as of this date.)

15 Q. Okay. Do you recognize this document?

16 A. Yes.

17 Q. And what is it?

18 A. It's the receipt that was included in
19 the box that came to Washington including the
20 computer.

21 Q. Okay. So it was inside the box?

22 A. I think it's like a shipping label that
23 they -- that you take off the box.

24 Q. One of those in the plastic?

25 A. Exactly.

1 Guttman - October 11, 2012

2 Q. Okay. And so you said it's a receipt.

3 Does it have the sales price on the
4 document?

5 A. I don't think so. I don't see it.

6 Q. Okay. So this might have just been a
7 shipping label?

8 A. Yes.

9 Q. Okay.

10 MS. NAIFEH: Can you please mark this.

11 (Exhibit 369, Shipping Label, marked for
12 identification, as of this date.)

13 Q. Do you recognize this document?

14 A. Yes.

15 Q. And what is it?

16 A. It's the same, continuation of the
17 shipping label that was sent to me.

18 Q. Okay. Of the --

19 A. With the boxes.

20 Q. So this is a continuation of Exhibit
21 368?

22 A. I believe it is, yeah.

23 Q. And this came on the outside of the
24 packaging?

25 A. I can't recall.

1 Guttman - October 11, 2012

2 Q. You can't recall. Okay.

3 A. But...

4 Q. So at the top of 369, where it says --
5 see kind of in the upper right-hand corner, it says
6 30.90 pounds, do you see that?

7 A. Yeah.

8 Q. What does that represent?

9 A. No idea.

10 Q. Could that represent the weight of the
11 box?

12 A. Yeah.

13 Q. Do you know how much of that weight
14 would be represented by the monitor?

15 A. No.

16 Q. Okay. So in the response to various
17 discovery requests in this case, you've produced some
18 documents; is that correct?

19 A. Yeah, I have.

20 Q. And the documents that you have produced
21 are -- would have been marked as 3 -- Exhibits 367,
22 368, and 369 which are Bates labeled consecutively
23 CRT 907 through 911; is that right?

24 A. Would you repeat that again, please.

25 Q. So the documents that you produced have

1 Guttman - October 11, 2012

2 been marked Exhibit 367, 368, and 369.

3 A. Yes.

4 Q. And those are Bates labelled

5 consecutively CRT 907 through 911?

6 A. Yes.

7 Q. Are these all of the documents that
8 Lawyer's Choice has in its possession, custody or
9 control that proves that it purchased a computer
10 system that included a monitor?

11 A. Yes.

12 Q. So do you have any other documents that
13 prove you purchased a CRT finished product?

14 A. Not that I'm aware of.

15 Q. Did you provide any -- your attorney
16 with any documents in response to discovery requests
17 that were not produced?

18 A. No.

19 Q. And the documents that you have produced
20 indicates that Lawyer's Choice purchased a Dell
21 computer system; is that right?

22 A. Correct.

23 Q. And included with that system was a
24 monitor; is that right?

25 A. Correct.

1 Guttman - October 11, 2012

2 Q. Were these records maintained prior to
3 the production -- I'm sorry, where were those records
4 maintained prior to the production?

5 A. In my file drawer.

6 Q. Okay.

7 A. Under computers.

8 Q. At Lawyer's Choice?

9 A. At Lawyer's Choice.

10 Q. Is it the practice of Lawyer's Choice to
11 save the package slips of the products you receive?

12 A. Yes.

13 Q. Did a user manual or guide come with the
14 Dell 1100?

15 A. I think so.

16 Q. Do you have that?

17 A. No.

18 Q. Do you think you threw it away?

19 A. Probably.

20 Q. So you don't normally keep user manuals?

21 A. No.

22 Q. Okay. How did you receive the product?

23 A. By UPS.

24 Q. Was it shipped to you directly?

25 A. It was shipped to Lawyer's Choice

1 Guttman - October 11, 2012

2 Suites' corporate offices.

3 Q. And where was it shipped from?

4 A. According to this document, Exhibit 369,
5 Austin, Texas.

6 Q. Okay. Who paid for the shipping?

7 A. I did.

8 Q. Okay. Was the cost of the shipping
9 included in the cost you paid for the product?

10 A. No.

11 Q. It was additional?

12 A. Yes.

13 Q. And how much was that?

14 A. Lawyer's Choice paid \$24 for the
15 shipping.

16 Q. Okay. Is the CRT monitor you purchased
17 a good product, in your opinion?

18 A. In the present or in the past?

19 Q. Both.

20 A. In the present, I have no idea. It
21 could be scrap. In the past, it did function
22 properly.

23 Q. It functioned properly.

24 Were you happy with the way -- with its
25 overall performance?

1 Guttman - October 11, 2012

2 A. I had no problem with its performance.

3 Q. Did you have any complaints?

4 A. When?

5 Q. While you were using the product.

6 A. No.

7 Q. Do you feel that you paid a competitive
8 price for the monitor?

9 A. I don't know.

10 Q. You don't know. Why not?

11 A. I don't know if it could have been
12 purchased for less.

13 Q. Okay.

14 A. I didn't spend a lot of time on that
15 specific issue.

16 Q. You didn't spend a lot of time
17 researching other options?

18 A. That's correct.

19 Q. Okay. Was the monitor new or used when
20 you purchased it?

21 A. New.

22 Q. Was it refurbished?

23 A. I don't believe so.

24 Q. Do you know whether the monitor
25 contained a CRT?

1 Guttman - October 11, 2012

2 A. Yes.

3 Q. How do you know the monitor contained a

4 CRT?

5 A. Well, it says so on the order, CRT.

6 Q. Did you ever open the monitor to confirm
7 that it contained a CRT?

8 A. No.

9 Q. Did you review any technical
10 specifications of the product?

11 A. No.

12 Q. Do you know who manufactured the CRT
13 that you believe is contained in your product?

14 A. No.

15 Q. Do you know how much the manufacturer of
16 your product paid for the CRT?

17 A. No.

18 Q. Do you know if Dell manufacturers
19 monitors?

20 A. No.

21 Q. Is Dell one of the parties in this
22 lawsuit?

23 MR. GRALEWSKI: Object to the form.

24 Asked and answered.

25 A. I don't believe so.

1 Guttman - October 11, 2012

2 Q. Do you know why not?

3 MR. GRALEWSKI: Object to the form.

4 Asked and answered. You asked those two
5 identical, identical questions this morning.

6 A. Dell does not, in my knowledge,
7 manufacturer CRTs.

8 Q. Is it possible that this CRT in your
9 monitor was manufactured by someone who was not a
10 defendant in this case?

11 A. I don't know.

12 Q. Is it possible?

13 MR. GRALEWSKI: I object to the form.

14 Asked and answered, calls for speculation.

15 A. I really don't know.

16 Q. Have you ever testified in any trial or
17 administrative proceeding?

18 A. Yes.

19 Q. And what was that?

20 A. I was involved in a personal injury,
21 personally, not corporately.

22 Q. Okay.

23 MR. GRALEWSKI: I object. That -- I'll
24 withdraw the objection for now.

25 Q. How long ago was that?

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: Object to the form.

3 Outside the scope.

4 A. I'm here to testify as president of
5 Lawyer's Choice Suites. I don't --

6 MR. GRALEWSKI: Hold on a second. So I
7 just want to remind you that you need to answer
8 counsel's questions, not argue with counsel.

9 THE WITNESS: Right.

10 MR. GRALEWSKI: And it's my job to make
11 objections and speak with counsel. So you can
12 ask him this question about when that was and in
13 this instance, I'm not going to allow you to ask
14 any more questions about this matter, because
15 not only is it completely unrelated to the case
16 and involves a personal nature, but it is
17 outside the scope. If you want to meet and
18 confer with me about that, I'm happy to do that.
19 So you get this one answer and then I'm going to
20 instruct him not to answer anything else on his
21 personal injury matter.

22 MS. NAIFEH: That's fine.

23 A. Do you want to ask again?

24 Q. Sorry. I just asked when that was.

25 A. Approximately five years ago.

1 Guttman - October 11, 2012

2 Q. Are you now or have you ever been a
3 party in any other lawsuit?

4 MR. GRALEWSKI: And you means Lawyer's
5 Choice?

6 A. No.

7 Q. Any class actions?

8 A. No.

9 Q. Have you ever received notice you were a
10 member of a class in a class action lawsuit?

11 A. Yes.

12 Q. On how many occasions?

13 A. Many.

14 Q. Did you ever take any action in
15 response?

16 A. No.

17 Q. So what did you do?

18 A. Ignored it.

19 Q. What benefit, if any, did you obtain as
20 a result of those class suits?

21 A. Nothing.

22 Q. Why did you ignore them?

23 A. I thought it was a waste of my time.

24 Q. How so?

25 MR. GRALEWSKI: I'm going to object to

1 Guttman - October 11, 2012

2 the questions regarding Lawyer's Choice receipt
3 of notices and anything they did or did not do
4 as outside the scope of the notice. You can
5 answer.

6 A. I am sorry. I would like to rephrase my
7 answer.

8 As to me personally, if that was the
9 question, but again, when you say you, you're
10 referring to Lawyer's Choice Suites. The answer is
11 no.

12 Q. You have not received any notices of
13 class action -- Lawyer's Choice Suites has not
14 received any notices of class actions?

15 A. That is correct.

16 Q. So your earlier answers were you
17 personally?

18 A. Correct.

19 Q. Okay.

20 MR. GRALEWSKI: I'm objecting to those
21 questions as outside the scope of the 30(b)(6)
22 notice.

23 Q. Were you involved in searching for
24 documents for the purpose of producing documents in
25 this litigation?

1 Guttman - October 11, 2012

2 A. Yes.

3 Q. Okay. Were you the only person at
4 Lawyer's Choice involved in searching for documents
5 to produce in this litigation?

6 A. Yes.

7 MS. NAIFEH: Can you please mark this.

8 (Exhibit 370, Toshiba America
9 Information Systems, Inc.'s First Set of
10 Requests for Production of Documents to
11 Indirect Purchaser Plaintiffs marked for
12 identification, as of this date.)

13 Q. Mr. Guttman, can you please take a look
14 at the exhibit that's been marked 370.

15 Have you seen this document?

16 A. I don't believe so.

17 Q. What is it?

18 A. It looks like a request for production
19 of documents.

20 Q. So is this the first time you're seeing
21 this document?

22 A. I think so.

23 Q. What kind of documents did you maintain
24 regarding the purchases of electronic products
25 containing CRTs?

1 Guttman - October 11, 2012

2 A. My receipts.

3 Q. Anything else?

4 A. The e-mail confirmation of the purchase.

5 Q. So did you search for and produce
6 documents responsive to each of the requests in
7 Exhibit 370?

8 MR. GRALEWSKI: Object to the form -- I
9 withdraw my objection.

10 A. Would you repeat that, please.

11 MS. NAIFEH: Can you repeat the
12 question.

13 (The record was read.)

14 A. I know I consulted with my attorneys on
15 this in terms of --

16 MR. GRALEWSKI: I just want to -- you
17 can answer the question, but I just want to
18 caution you not to reveal any communications
19 with lawyers in connection with your answer.

20 Would you like to finish the answer or
21 would --

22 A. I would like it to be asked one more
23 time. I'm finding it a little confusing.

24 Q. Okay. Did you search for the documents
25 that are responsive to each of these requests

1 Guttman - October 11, 2012

2 contained in this document?

3 A. In part, yes. But not as to every
4 single document up to number 17. I would have to go
5 through that.

6 Q. Okay. Well, why don't we do that.

7 So did you search for documents in
8 response to request No. 1?

9 MR. GRALEWSKI: Object to the form.

10 Vague and ambiguous. Lacks foundation.

11 A. I do not recall receiving or reading
12 completely through this document.

13 Q. Okay. So how did you know what to
14 search for in response to the defendants' document
15 requests?

16 (DIR)

17 MR. GRALEWSKI: You're not allowed to
18 answer that question to the extent it would
19 reveal anything your lawyers told you.

20 If you can answer that question
21 independently of any communications with your
22 lawyers, you can do so. Otherwise, I'll
23 instruct you not to answer.

24 A. I did my very best in searching for
25 documents that I thought were relevant to this case.

1 Guttman - October 11, 2012

2 Q. Okay. How did you determine what
3 documents were relevant?

4 (DIR)

5 MR. GRALEWSKI: Same instruction.

6 You're not allowed to disclose anything your
7 lawyers told you or communications with counsel.

8 To the extent you can answer the
9 question independent of that, you can.

10 A. I personally knew that the receipts had
11 relevancy as to this case. Just as a common
12 knowledge, I had to show somehow, someway, that
13 Lawyer's Choice Suites purchased this product.
14 That's my answer.

15 Q. Okay. So did you search for any other
16 documents besides the receipts?

17 A. No.

18 Q. Okay. You don't have the receipts for
19 the Dell 1100, though, do you?

20 A. Yes.

21 Q. And where are those receipts?

22 A. In my drawer at Lawyer's Choice Suites,
23 Inc.

24 Q. So have they been produced in this case?

25 A. Yes.

1 Guttman - October 11, 2012

2 Q. Okay. So the documents that we have
3 that you produced is Exhibit 367 which is the order,
4 the e-mail order confirmation, and which you stated
5 earlier, if I recall, that this was not the
6 receipt --

7 A. No, it's not a receipt. It's a
8 confirmation of order.

9 Q. And then we have Exhibit 368, Bates No.
10 CRT 910 which was the shipping label and doesn't
11 contain the price. So that's -- is that a receipt?

12 A. Yes.

13 Q. Even though it doesn't contain the
14 price?

15 MR. GRALEWSKI: Object to the form.

16 Asked and answered. Argumentative.

17 A. I still consider it a receipt.

18 Q. Okay.

19 A. It's got the service tag number on it.
20 It's information I wanted to keep.

21 Q. Okay.

22 A. Which is why I still have it.

23 Q. So earlier, if I recall, I think we said
24 this is a shipping label; is that correct?

25 A. Yes, right.

1 Guttman - October 11, 2012

2 Q. And is that the same for Exhibit 369,
3 CRT 911, this is also a shipping label?

4 A. Yes.

5 Q. Do you consider Exhibit 369 to be a
6 receipt?

7 A. No.

8 Q. Okay. But you do consider 368 to be a
9 receipt?

10 A. Yes.

11 Q. As well as the shipping label?

12 A. Which shipping label?

13 Q. Well, you said that it came on the
14 outside of the shipping package; is that right?

15 A. It came on the package. I can't tell
16 you if it was inside or outside of the box.

17 Q. Okay. So you consider this to be a
18 receipt even though it doesn't have the price listed
19 on it?

20 A. Yes.

21 Q. Do you have any other receipt besides
22 these three documents?

23 A. Not that I'm aware of. I would presume
24 somewhere, my old American Express receipt is in our
25 storage basement somewhere --

1 Guttman - October 11, 2012

2 Q. Okay.

3 A. -- from purchases made in 2006.

4 Q. And have you searched for that?

5 A. No.

6 Q. Okay. Did you withhold any documents on
7 the grounds of attorney-client privilege, work
8 product doctrine?

9 A. No.

10 Q. Did you withhold any documents because
11 they constituted confidential or proprietary
12 information?

13 A. Did I withhold documents? To whom?

14 Q. To your attorney or to the defendant in
15 this case.

16 A. No.

17 Q. Did you withhold any documents pursuant
18 to any general objections?

19 A. No.

20 MR. GRALEWSKI: Object to the form.

21 Calls for a legal conclusion.

22 Q. Does Lawyer's Choice use a computer
23 system?

24 MR. GRALEWSKI: Just a second. I object
25 as outside the scope of the notice. You can

1 Guttman - October 11, 2012

2 answer.

3 A. Yes.

4 Q. And what kind of system is it?

5 MR. GRALEWSKI: Object to the form.

6 Outside the scope of the 30(b)(6) notice. You
7 can answer.

8 A. Three Dell computers.

9 Q. And what are those used for?

10 A. Billing.

11 MR. GRALEWSKI: I object to the form.

12 Outside the scope. Please continue.

13 A. Excel sheets, administrative, copies.

14 Q. What kind of back up system does

15 Lawyer's Choice have?

16 MR. GRALEWSKI: I object to the form.

17 Outside the scope.

18 A. My cell phone has a back up system. I
19 consider that to be Lawyer's Choice Suites' property.

20 Q. Okay. What kind of back up system does
21 your cell phone have?

22 MR. GRALEWSKI: I object to the form.

23 Outside the scope.

24 A. I don't know. They tell me that it's
25 backed up. If I lose addresses, that it's backed up

1 Guttman - October 11, 2012

2 by Verizon.

3 Q. Okay. But on the three Dell computers,
4 do you have any back up system?

5 MR. GRALEWSKI: Object to the form.
6 Outside the scope.

7 A. Not that I'm aware of.

8 Q. Okay. Does Lawyer's Choice have a
9 document retention program?

10 A. Yes.

11 Q. And what is it?

12 A. Mostly billing. We retain our monthly
13 billing statements every month.

14 Q. Okay. Is it a written retention
15 program?

16 A. Yes.

17 Q. Who wrote it?

18 A. It's Quick Books.

19 MR. GRALEWSKI: I object to the
20 question, both that question and the prior one
21 as outside the scope.

22 Q. Can you describe the document retention
23 program.

24 MR. GRALEWSKI: I object to the form.
25 Outside the scope.

1 Guttman - October 11, 2012

2 A. It's a Quick Books billing program for
3 our tenants. We bill monthly, invoicing them for
4 services.

5 Q. So is this more of a billing system?

6 A. Yes.

7 Q. And the documents are stored with the
8 billing system?

9 A. Yes.

10 MR. GRALEWSKI: Object to the form.

11 Outside the scope.

12 Q. So does Lawyer's Choice have any sort of
13 written policy about the types of documents that are
14 maintained or retained and the length of time that
15 they are kept?

16 A. No.

17 (DIR) Q. Did your lawyers advise Lawyer's Choice
18 to preserve documents and e-mails pertinent to this
19 litigation?

20 (DIR)

21 MR. GRALEWSKI: You're instructed not to
22 answer on the ground of attorney-client
23 privilege.

24 (Exhibit 371, Plaintiff Verification,
25 marked for identification, as of this date.)

1 Guttman - October 11, 2012

2 Q. Mr. Guttman, do you recognize Exhibit

3 371?

4 A. Yes.

5 Q. When did you see it?

6 MR. GRALEWSKI: Object to the form.

7 Vague and ambiguous.

8 A. September 2012.

9 Q. And where did you see it? Where were
10 you when you saw it?

11 A. It was e-mailed to me.

12 Q. And were you here in Washington?

13 A. Yes.

14 Q. Under what circumstances did you see
15 this document?

16 MR. GRALEWSKI: I object to the form.

17 Vague and ambiguous.

18 A. General e-mail.

19 Q. So it's dated September 29th.

20 Is that the date that you reviewed the

21 new indirect purchaser plaintiffs' objections and

22 responses to defendant Samsung SDI's limited's first

23 set of interrogatories?

24 A. I may have held onto this document for a

25 day or two --

1 Guttman - October 11, 2012

2 Q. Okay.

3 A. -- before signing it. I can't recall.

4 Q. Okay. So you may have read that
5 document -- the document referenced in Exhibit 371,
6 perhaps, you say a day or two before --

7 A. That's correct.

8 Q. -- before signing it.

9 What other documents did you look at
10 prior to signing this verification?

11 A. My retainer agreement and the amended
12 complaint.

13 Q. Okay. Is that all?

14 A. There may have been two of these
15 verifications. I'm not sure.

16 Q. Do you recall reading the new indirect
17 purchaser plaintiffs' objections and responses to
18 defendant's Samsung's first set of interrogatories?

19 A. I believe so, yes.

20 Q. You believe so?

21 A. I perused them. I don't think I went
22 through them carefully.

23 Q. Okay. And you think this was done a few
24 days before September 29th?

25 A. That I can't recall.

1 Guttman - October 11, 2012

2 Q. Okay. You don't recall when you
3 received the documents?

4 A. Not offhand, no.

5 Q. Okay. So can you look at the last
6 sentence in this verification where it says --
7 actually, looking at the first full paragraph, "I
8 seek to be a plaintiff in the above-entitled action
9 and verify that I have read the new indirect
10 purchaser plaintiffs' objections and responses to
11 defendant Samsung's first set of interrogatories
12 dated August 31st, 2011 and have also read the
13 exhibits associated with those objections and
14 responses applicable to me."

15 Do you see that?

16 A. Yes.

17 Q. And then it says "Both the objections
18 and responses, as well as the exhibits applicable to
19 me, are true and correct to the best of my knowledge,
20 information and belief."

21 Do you see that?

22 A. Yes.

23 Q. So did you -- you said you signed this
24 agreement without having read that document very
25 carefully?

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: I object to the form.

3 Misstates testimony. Argumentative.

4 A. I rely on my attorney's expertise.

5 Q. Okay. But you -- this document asked
6 whether you had read the document, and that was true?

7 A. I did read the document, yes.

8 Q. And did you find them to be true and
9 correct to the best of your knowledge, information
10 and belief?

11 A. Yes.

12 Q. I'm going to show you a document that
13 has been previously marked Exhibit 22.

14 Have you seen this document before?

15 A. I don't believe so.

16 Q. What is it?

17 A. It looks like a request for production
18 of documents.

19 Q. Did you look for documents that might be
20 responsive to the requests contained in this
21 document?

22 A. I don't know.

23 Q. I'm sorry, I handed you the wrong
24 document. This is the document that was previously
25 marked Exhibit 22. I'm sorry about that. We can

1 Guttman - October 11, 2012

2 discard the other document.

3 MR. GRALEWSKI: So I'm sorry, I was --
4 just to clarify, the one that you wanted us to
5 discard has on the bottom set No:1 1 to 4?

6 MS. NAIFEH: That's correct.

7 MR. GRALEWSKI: Okay.

8 MS. NAIFEH: Yep.

9 MR. GRALEWSKI: I was going through my
10 stack and I missed your clarification.

11 Q. Mr. Guttman, I'm sorry about that.
12 Have you seen this document before?

13 A. I think so.

14 Q. And what is it?

15 A. It's a request for production of
16 documents.

17 Q. And when did you first see it?

18 A. I can't recall.

19 Q. Do you remember who showed it to you?

20 A. I don't know if it was showed to me or
21 that I got it by e-mail.

22 Q. Do you know who would have provided it
23 to you?

24 A. Probably one of my attorneys.

25 Q. Did you participate in responding to

1 Guttman - October 11, 2012

2 these or similar document requests?

3 A. Could you define participate.

4 Q. Did you help draft answers to any of --

5 I'm sorry, did you help draft the responses to these
6 requests?

7 MR. GRALEWSKI: Before you answer that
8 question, I'm going to object to this question
9 and each of your prior questions regarding
10 Exhibit 370 and Exhibit 22 as outside the scope
11 of the deposition notice.

12 MS. NAIFEH: Can you repeat the
13 question, please.

14 (The record was read.)

15 MR. GRALEWSKI: Same objection. Outside
16 the scope. Also, object to the extent it's
17 vague, ambiguous, confusing and requires legal
18 testimony.

19 A. I don't understand when you're saying
20 help. I did produce the receipts.

21 Q. Okay. Is that all?

22 A. That may have been part of help that
23 you're referring to in this request for production of
24 documents.

25 Q. Is that the only thing that you did in

1 Guttman - October 11, 2012
2 responding to these requests for production of
3 documents?

4 MR. GRALEWSKI: Object to the form of
5 the question. Outside the scope of the 30(b)(6)
6 notice.

7 A. To the best of my knowledge, yes.

8 Q. Did you look for documents other than
9 the receipts that might be responsive to these
10 requests?

11 MR. GRALEWSKI: I object to the form.
12 Outside the scope of the deposition notice.

13 A. Yes.

14 Q. Other than the receipts?

15 MR. GRALEWSKI: Same objection.

16 A. I looked for other receipts for other
17 monitors. I couldn't find them.

18 Q. Okay. Did you look for any other kind
19 of documents?

20 A. No.

21 MR. GRALEWSKI: I object to the form of
22 that question, outside the scope of the 30(b)(6)
23 notice.

24 Q. I'm going to hand you a document that's
25 been previously marked Exhibit 58. It says Samsung

1 Guttman - October 11, 2012
2 SDI America Inc.'s First Set of Interrogatories to
3 Purchaser Plaintiffs.

4 Have you previously seen these
5 interrogatories to plaintiffs?

6 A. I'm not sure. I'm not sure.

7 Q. You're not sure.

8 Do you know if you were involved in
9 responding to these interrogatories?

10 A. Could you please repeat the question.

11 Q. Do you know if you were involved in
12 responding to these interrogatories?

13 A. No, I don't.

14 Q. I'm going to show you a document that's
15 been previously marked as Exhibit 26.

16 MR. GRALEWSKI: What was the prior one
17 marked as?

18 MS. NAIFEH: 58.

19 MR. GRALEWSKI: And this one?

20 MS. NAIFEH: 26.

21 MR. GRALEWSKI: Thanks.

22 THE VIDEOGRAPHER: Can we go off the
23 record for one second.

24 (Discussion held off the record.)

25 THE VIDEOGRAPHER: Back on the record at

1 Guttman - October 11, 2012

2 2:53.

3 Q. Okay. Have you seen this document
4 before?

5 A. I think so.

6 Q. And what is it?

7 A. First Set of Interrogatories to New
8 Indirect Purchaser Plaintiffs.

9 Q. And that's Samsung SDI's first set of
10 interrogatories?

11 A. According to the cover sheet, yes.

12 Q. When did you see this document before?

13 A. I don't know.

14 Q. You don't remember?

15 A. I don't.

16 Q. Do you remember who showed it to you?

17 A. No, I don't.

18 Q. So you don't know where you got this
19 document?

20 A. Either by e-mail or by an attorney
21 personally. I can't recall.

22 Q. By e-mail, you mean from one of your
23 attorneys?

24 A. Right, correct.

25 Q. If you could look on the second page of

1 Guttman - October 11, 2012
2 the document, under responding parties, it says
3 indirect purchaser plaintiffs, and then it says
4 Bedrock Management Company Incorporated.

5 Is Lawyer's Choice substituting Bedrock
6 Management Company Incorporated in this
7 interrogatory?

8 MR. GRALEWSKI: As phrased, I'm going to
9 object to that question as vague and ambiguous,
10 confusing.

11 A. Could you repeat that, please.

12 Q. Sure. Is -- I'll rephrase it.

13 Is Bedrock -- I'm sorry, is Lawyer's
14 Choice substituting Bedrock Management Company in
15 this litigation?

16 A. Yes.

17 Q. So is Lawyer's Choice substituting
18 Bedrock Management Company in these responses, in the
19 interrogatory responses?

20 MR. GRALEWSKI: That --

21 MS. NAIFEH: I'll withdraw that
22 question.

23 MR. GRALEWSKI: Would you mind if I --
24 if we take a break.

25 MS. NAIFEH: Sure. That's fine.

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: Thank you.

3 THE VIDEOGRAPHER: Going off the record
4 at 2:56.

5 (Discussion off the record.)

6 THE VIDEOGRAPHER: Back on the record at
7 3:15.

8 BY MS. NAIFEH:

9 Q. So before we took a break, we were
10 looking at what has previously been marked as Exhibit
11 26 which is Samsung SDI's first set of
12 interrogatories to the new indirect purchaser
13 plaintiffs.

14 Mr. Guttman, did you do anything to
15 respond to these interrogatories?

16 A. Yes.

17 Q. And what did you do?

18 A. I reviewed my documents and I reviewed
19 documents that my lawyer provided me and asked if
20 they were in fact true.

21 Q. Did you do anything else?

22 A. No.

23 Q. I'm going to hand you what has been
24 previously marked Exhibit No. 27.

25 Can you please identify this document.

1 Guttman - October 11, 2012

2 A. This is the responses and objections to
3 the defendants' first set of interrogatories.

4 Q. This is the new indirect purchaser
5 plaintiffs' objections and responses; is that right?

6 A. Yes.

7 Q. Have you previously seen this document?

8 A. Yes.

9 Q. When did you see it?

10 A. Prior to me signing the verifications.

11 Q. Is this the document referenced in the
12 verification page we looked at earlier, Exhibit 371?

13 A. I think it is, yeah.

14 Q. Is that your final answer?

15 A. I signed two verifications.

16 Q. Okay.

17 A. And this was one of them.

18 Q. Do you have Exhibit 371 in front of you?

19 A. Yes.

20 Q. Okay. If you could please look at page
21 6 of Exhibit 27, interrogatory No. 1 which asked you
22 to identify all persons who participated or assisted
23 in your preparation -- in the preparation of your
24 responses, to these interrogatories.

25 Do you see that?

1 Guttman - October 11, 2012

2 A. Yes.

3 Q. And in your response to interrogatory
4 No. 1, it refers to Samsung Exhibits A 26 through A
5 32.

6 Do you see that?

7 A. Yes.

8 MS. NAIFEH: Please mark this one.

9 (Exhibit 372, Samsung Exhibits A 33
10 through Exhibit A 40, marked for identification,
11 as of this date.)

12 Q. Can you please identify Exhibit 372.

13 A. It says Exhibit A 33 through Exhibit A
14 40.

15 Q. Okay. Samsung Exhibit A 33 through A
16 40?

17 A. Yeah -- yes.

18 Q. Do you recognize this document?

19 A. Yes.

20 Q. Does this document contain Lawyer's
21 Choice's response to interrogatory No. 1 from Exhibit
22 27?

23 A. Interrogatory No. 1?

24 Q. Yes. Interrogatory No. 1 that we looked
25 at earlier, it referred to Samsung Exhibit A 26

1 Guttman - October 11, 2012

2 through A 32.

3 A. I don't have A 26 in front of me.

4 Q. A 26 was produced for other plaintiffs.

5 I'm asking if A 33 represents your answer to

6 interrogatory No. 1.

7 A. Yes.

8 Q. Okay. If you look on the first page of

9 A 33, is the information there listed fully

10 responsive and accurate?

11 A. In consultation with my lawyers, I

12 believe it is.

13 Q. Turning back to Exhibit 27, if you look

14 at page 7, interrogatory No. 3, in response to

15 interrogatory No. 3, it lists Samsung Exhibit B 26

16 through B 22.

17 Do you see that?

18 A. Yes.

19 MS. NAIFEH: Can you mark this, please.

20 (Exhibit 373, Samsung Exhibits B 33

21 through B 39 and A 40, marked for

22 identification, as of this date.)

23 MR. GRALEWSKI: For the record, despite

24 my reluctance, I'm going to state for the record

25 that plaintiffs have provided to defendants

1 Guttman - October 11, 2012

2 voluntarily Exhibits 372 and 373, and as I
3 suspect others will be marked, that relate to
4 the newest group of plaintiffs that were subject
5 to a recent motion to amend.

6 As I discussed with counsel for Toshiba
7 prior to the start of the deposition, plaintiffs
8 did not provide to defendants new formal written
9 responses to update Exhibit 27 and perhaps, the
10 Toshiba written responses that have been also
11 marked or not. I can't remember.

12 To the extent Toshiba or any defendant
13 wants us to provide amended new written
14 responses, we're happy to do that. But to the
15 extent you're going to attempt to confuse the
16 witness by showing him numbers that don't match
17 up with the exhibits that you're showing him, I
18 think are -- is an unfair tactic. These are his
19 interrogatory responses that we voluntarily
20 provided to you, and I'm referring to 372 and
21 373.

22 MS. NAIFEH: So would you be willing to
23 state that all of the exhibits, the series of 26
24 through 32, can be answered by the 33 through 40
25 that we received?

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: For purposes of this
3 deposition, that is correct. And to the extent,
4 as we discussed prior to the start of the
5 deposition, to the extent it clarifies things,
6 plaintiffs are happy to provide further amended
7 and supplemental formal written responses which
8 as you know, we have not done.

9 MS. NAIFEH: Okay. Can we go off the
10 record.

11 THE VIDEOGRAPHER: Going off the record
12 at 3:24.

13 (There was a recess taken.)

14 THE VIDEOGRAPHER: Back on the record at
15 3:36.

16 BY MS. NAIFEH:

17 Q. During the January 1st, 1995 to November
18 25, 2007 period, did you ever consider buying a CRT
19 finished product and then not end up buying it?

20 A. Not that I can remember.

21 Q. Okay.

22 MS. NAIFEH: Could you please mark this
23 exhibit.

24 (Exhibit 374, Plaintiff Verification,
25 marked for identification, as of this date.)

1 Guttman - October 11, 2012

2 A. Could you repeat the question one more
3 time.

4 MS. NAIFEH: Could you go ahead and
5 repeat it, please.

6 (The record was read.)

7 A. No.

8 Q. Thank you. Do you recognize Exhibit
9 374?

10 A. Yes.

11 Q. What is it?

12 A. It's my plaintiff's verification.

13 Q. And verification for?

14 A. Defendant Toshiba America Information
15 System, Inc. first set of interrogatories.

16 Q. Thank you. When did you see it?

17 A. Probably about the same time as I saw
18 the other plaintiff verification. Sometime in
19 September 2012.

20 Q. Is that a few days before September
21 29th?

22 A. Probably, yes.

23 Q. Was this also e-mailed to you by your
24 counsel?

25 A. I believe it was, yes.

1 Guttman - October 11, 2012

2 Q. What documents did you look at prior to
3 signing this verification?

4 A. The Exhibit 373. Specifically, Samsung
5 Exhibit B 33 or the Toshiba verification. I may have
6 the two confused, but they were both signed
7 essentially at the same time.

8 Q. Okay. Did you look at anything else?

9 A. Is there a Toshiba exhibit similar to
10 Exhibit 373 with Toshiba's name on it that I should
11 have in this file?

12 Q. I haven't given that to you yet.

13 A. I didn't think, yeah. Okay. Okay.

14 Q. So that would be the only other thing?

15 A. That would be the only other.

16 Q. Okay. I'm going to hand you a document
17 that's been previously marked Exhibit No. 23.

18 What is this document?

19 A. This is the Toshiba America Information
20 System first set of interrogatories.

21 Q. Have you previously seen this document?

22 A. I don't believe so.

23 Q. So your answer is no?

24 A. My answer is I don't believe so.

25 Q. So you don't know?

1 Guttman - October 11, 2012

2 A. It's more than likely that I did not see
3 this.

4 Q. Okay. I'm going to hand you what has
5 been previously marked as Exhibit No. 24.

6 Can you please identify this document.

7 A. Yes. This is the new indirect purchaser
8 plaintiffs' objections and responses to defendant
9 Toshiba American Information System's first set of
10 interrogatories.

11 Q. Have you previously seen this document?

12 A. Yes.

13 Q. When?

14 A. Sometime prior to me signing the
15 plaintiff verification. I can't tell you when
16 exactly.

17 Q. Is this document the one referenced in
18 Exhibit 374?

19 A. I believe it is, yes.

20 Q. So did you read this document prior to
21 signing the verification in Exhibit 374?

22 A. I reviewed it.

23 MR. GRALEWSKI: You're talking about
24 Exhibit 24, right?

25 MS. NAIFEH: Yes.

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: Okay. Thank you.

3 A. Yeah. I reviewed it.

4 Q. So the answers applicable to you are
5 true and correct to the best of your knowledge,
6 information and belief?

7 A. Yes.

8 MS. NAIFEH: So counsel, I believe you
9 stated earlier that Toshiba Exhibits A, B and C
10 33 through 40 apply to the interrogatory
11 responses previously marked 26 through 32?

12 MR. GRALEWSKI: Correct. And you said
13 Toshiba, right?

14 MS. NAIFEH: I did say Toshiba. Yes,
15 yes.

16 MR. GRALEWSKI: And as I said before,
17 plaintiffs are happy to discuss providing
18 further amended supplemental formal written
19 responses.

20 MS. NAIFEH: Okay.

21 MR. GRALEWSKI: Indicating exactly what
22 we just discussed.

23 MS. NAIFEH: Okay. Thank you.

24 Q. Mr. Guttman, if you can turn in Exhibit
25 24 to page 9.

1 Guttman - October 11, 2012

2 A. Right.

3 Q. To interrogatory No. 6.

4 A. Okay.

5 Q. Which asked to "Describe in detail how,
6 when, the manner in which, and the extent to which
7 you believe that you have been damaged as a result of
8 the conduct alleged in the complaint."

9 Do you see that?

10 A. Yes.

11 Q. Okay.

12 A. The question, please.

13 Q. I'm getting there.

14 A. I'm sorry.

15 Q. And in response at the bottom, it says
16 "Responding further, new indirect purchaser
17 plaintiffs state that they suffered damage by paying
18 higher prices for CRT products than they would have
19 in the absence of defendants' conduct."

20 Do you see that?

21 A. Yes.

22 Q. How much higher?

23 MR. GRALEWSKI: I object to the form.

24 Calls for expert testimony.

25 A. I don't know.

1 Guttman - October 11, 2012

2 Q. Did this answer take into consideration
3 the fact that the monitor included in the bundle
4 computer system was at no additional cost?

5 MR. GRALEWSKI: Object to the form.

6 Lacks foundation. Calls for expert testimony.
7 Argumentative.

8 A. No. I don't see that as relevant.

9 Q. So this answer doesn't take that into
10 consideration?

11 MR. GRALEWSKI: Same objections.

12 A. Taking what into consideration?

13 Q. Taking into consideration the fact that
14 the monitor included in the bundle wasn't at an
15 additional cost.

16 MR. GRALEWSKI: Same objections, lacks
17 foundation, argumentative, call for expert
18 testimony.

19 A. I can't determine cost. It was a total
20 package.

21 Q. Okay. Does the answer to interrogatory
22 No. 6 take into consideration the fact that the price
23 of the monitor may have been less than the amount
24 discounted from the price of the computer system?

25 MR. GRALEWSKI: Object to the form.

1 Guttman - October 11, 2012

2 Incomplete hypothetical, lacks foundation,
3 argumentative, calls for expert testimony.

4 A. I'm really not in a position to answer
5 that. I don't know.

6 Q. Are these the only damages you suffered?

7 A. No.

8 Q. What else?

9 A. I think as an American, anybody that's
10 violating the law is damaging this country and our
11 products and our consumers.

12 Q. Do you personally feel that you suffered
13 injury besides the higher prices?

14 A. Yes, I do.

15 Q. In the way you just described?

16 A. Yes. I don't like seeing foreign
17 companies taking advantage of American consumers or
18 violating U.S. antitrust laws. I think of --
19 overall, our economic strength is based on
20 maintaining the laws in this country and enforcing
21 them. So as an American citizen, I'm not happy to
22 see that these CRTs were produced in what I think was
23 price fixing.

24 Q. Can you quantify those damages.

25 A. No, I cannot. Those damages I can't,

1 Guttman - October 11, 2012

2 no.

3 Q. What damages can you quantify?

4 A. As an expert, none. But obviously,
5 there is some kind of damage to the fact that these
6 CRT screens, CRTs, could have been produced at a
7 lower cost for me ultimately as the end user and to
8 Dell and to anybody else that has been buying these
9 products for the last 10 years.

10 Q. Are these damages contained within your
11 complaint?

12 MR. GRALEWSKI: I object to the form.
13 Vague and ambiguous. Outside the scope of the
14 deposition notice.

15 A. Well, I would specifically state that I,
16 as president of Lawyer's Choice Suites, one of the
17 plaintiffs, did in fact suffer damages by paying
18 higher prices for the CRT products. That I can
19 verify, yes.

20 Q. Would you agree that if the monitor was
21 included for free with your computer system, that you
22 suffered no damages?

23 MR. GRALEWSKI: I object to the form.
24 Outside the scope of the notice, incomplete
25 hypothetical, lacks foundation, calls for

1 Guttman - October 11, 2012

2 speculation, argumentative. Requires expert
3 testimony.

4 A. It's very hard for me to determine in a
5 package what is in fact free and what is not. I'm in
6 no position to distinguish between what the mouse
7 would have cost by itself, or the screen or the
8 keyboard. I don't know.

9 Q. Okay. If the monitor were free, would
10 you have suffered any damages?

11 MR. GRALEWSKI: I object to the form.
12 Asked and answered. Incomplete hypothetical,
13 lacks foundation, calls for speculation, calls
14 for expert testimony, argumentative.

15 A. If the screen were free, that doesn't
16 necessarily mean that another price in the package
17 wouldn't have been increased commensurate to that.
18 Again, I am viewing it as a total package. I cannot
19 divorce the monitor from the package because I have
20 no idea what it cost them to produce.

21 Q. Okay. So are you saying as your answer
22 that -- I understand you're saying that you don't
23 know what the individual components cost.

24 Are you saying that if the monitor were
25 free, that there could have been -- you still could

1 Guttman - October 11, 2012

2 have suffered damages?

3 MR. GRALEWSKI: Object to the form.

4 Misstates testimony, compound, hypothetical,
5 lacks foundation, calls for expert testimony,
6 argumentative, calls for speculation, outside
7 the scope of the notice, asked and answered.

8 Did I say that? I think so. I withdraw that
9 second stated objection. Go ahead.

10 A. I really think that's a very
11 hypothetical question because free for a monitor may
12 be twice as much for the mouse. Again, if you're
13 telling me that they're sending me a monitor from a
14 completely different order, and it has nothing to do
15 with the package, I probably could answer that. But
16 that's not the case. This was not free because it
17 was part of a package. In my mind, if this
18 particular item was free, then perhaps, I would have
19 paid the difference for the mouse or the keyboard or
20 the computer or the drams in the computer or the
21 memory or the other items.

22 I view this in totality. I can't
23 separate the monitor from the package. I purchased a
24 package. I did not purchase a monitor.

25 Q. Is it accurate to say retailers or

1 Guttman - October 11, 2012
2 sellers of electronic products containing CRTs
3 generally competed for the business of their
4 customers?

5 MR. GRALEWSKI: I object to the form.
6 Calls for speculation. Outside the scope of the
7 notice.

8 A. I have no idea. I'm not a CRT
9 manufacturer.

10 Q. Do retailers ever offer inducements to
11 customers to get their business?

12 MR. GRALEWSKI: Object to the form.
13 Calls for speculation, lacks foundation.
14 Outside the scope of the notice.

15 A. I suppose they do.

16 Q. What type of inducements?

17 MR. GRALEWSKI: I object to the form.

18 A. For what products?

19 MR. GRALEWSKI: Sorry, object to the
20 form, vague and ambiguous, lacks foundation,
21 calls for speculation, outside the scope of the
22 notice.

23 Q. Let's talk about electronic products
24 containing CRTs.

25 A. Containing CRTs? Could you repeat the

1 Guttman - October 11, 2012

2 question, please.

3 Q. So what type of inducements do retailers
4 or sellers of CRT products offer customers to get
5 their business?

6 MR. GRALEWSKI: I object to the form.
7 Vague and ambiguous, lacks foundation, calls for
8 speculation, outside the scope of the notice.

9 A. I have no idea. I'm not a retailer of
10 CRT products.

11 Q. As a customer, have you been offered
12 coupons by sellers or retailers of CRT products?

13 MR. GRALEWSKI: Can you -- sorry, can
14 you please repeat that question.

15 (The record was read.)

16 MR. GRALEWSKI: So before you answer
17 that, I want to withdraw my outside of the scope
18 objections to the prior two or three questions.
19 I think that those questions were contained
20 within the scope of the deposition notice, but
21 my other objections stand with respect to that
22 question. I object to the form, foundation,
23 speculation and vague and ambiguous.

24 You can answer. You probably need it
25 read back. Sorry about that.

1 Guttman - October 11, 2012

2 A. Please read it back.

3 (The record was read.)

4 A. Not to my knowledge.

5 Q. Did you testify earlier that Dell had
6 offered you some sort of promotional coupon?

7 A. They did.

8 Q. For the CRT products?

9 A. That was not for CRT products. It was
10 for a package.

11 Q. Okay. It was for the computer system?

12 A. It was for the computer system and all
13 of its accoutrements with that system.

14 Q. Okay. So you never remember receiving
15 any offers for TV sales or computer sales during the
16 relevant period?

17 A. Television --

18 MR. GRALEWSKI: And I just want to --
19 you means Lawyer's Choice.

20 A. No.

21 Q. What about you personally?

22 MR. GRALEWSKI: Object to the form.
23 Outside the scope. Vague and ambiguous.

24 A. Could you repeat the question.

25 (The record was read.)

1 Guttman - October 11, 2012

2 A. What is the relevant period?

3 Q. That would be March 1st, 1995 through
4 November 25, 2007.

5 MR. GRALEWSKI: And this question is
6 posed to him as an individual?

7 MS. NAIFEH: Yes.

8 MR. GRALEWSKI: So objection, outside
9 the scope of the notice.

10 A. I have no idea.

11 Q. Do you believe that you paid too much
12 for the monitor included with your computer system?

13 A. Could you repeat that question.

14 Q. Do you believe that you paid too much
15 for the monitor included with your computer system?

16 A. Yes.

17 Q. Why?

18 A. Because of the alleged conspiracy to
19 raise the price of the CRT.

20 Q. How do you know that you paid more than
21 you should have?

22 A. I wasn't asked if I know. I was asked
23 if I think.

24 Q. Okay. Well, why do you think you paid
25 more than you should have?

1 Guttman - October 11, 2012

2 A. Because price fixing increases prices,
3 in my opinion.

4 Q. How do you know that there was price
5 fixing?

6 A. Well, I did hear that one of the
7 defendants pleaded guilty, both to criminal
8 violations and another instance, to this class action
9 civilly. Two separate companies. It seems to me
10 that if somebody is going to plead guilty criminally,
11 they feel that they were responsible for the
12 allegations.

13 Q. Does that mean that all of the
14 defendants in the case were involved in the
15 conspiracy, necessarily?

16 A. No, no, but it's a smoking gun, in my
17 opinion.

18 Q. What should the product have cost?

19 MR. GRALEWSKI: I object to the form.
20 Calls for expert testimony.

21 A. Less than what I paid.

22 Q. How much less?

23 A. I don't know.

24 MR. GRALEWSKI: Same objection.

25 Q. How do you know that the difference was

1 Guttman - October 11, 2012

2 passed on to you?

3 MR. GRALEWSKI: Same objection. Calls
4 for expert testimony.

5 A. It's my --

6 MR. GRALEWSKI: Legal and expert
7 testimony. I apologize. Go ahead.

8 A. It's my opinion.

9 Q. Do you have any factual basis for your
10 opinion?

11 A. Not with me.

12 Q. Do you have any factual basis elsewhere?

13 A. It's a common sense approach that
14 antitrust violations generally impede consumer
15 protection, and increase costs to consumers.

Do not designate

16 ~~Q.~~ Is it possible that the difference was
17 not passed on to you?

18 MR. GRALEWSKI: Object to the form.
19 Lacks foundation. Outside the scope of the
20 notice, incomplete hypothetical, calls for
21 expert testimony.

22 A. I have no opinion.

23 Q. I don't know if that's --

24 A. Do you want to repeat the question.

25 Q. Sure. So how do you know -- I'm sorry,

1 Guttman - October 11, 2012

2 can you repeat the question.

3 (The record was read.)

4 MR. GRALEWSKI: Did I object to that
5 question? Same objection.

6 A. Is it possible? I don't know. I don't
7 think it's likely. I think the whole purpose of
8 price fixing is to get higher prices.

9 Q. Is it possible that some other source
10 could have absorbed the difference, such as Dell or
11 someone else in the distribution chain?

12 MR. GRALEWSKI: I object to the form.
13 Outside the scope of the notice, calls for
14 speculation, lacks foundation, incomplete
15 hypothetical.

16 A. I don't have any expertise to answer
17 that.

18 Q. So you don't know whether that would be
19 possible at all?

20 MR. GRALEWSKI: Same objections. Call
21 for speculation, outside the scope, lacks
22 foundation, incomplete hypothetical, calls for
23 expert testimony.

24 A. I don't have the expertise to answer
25 that question.

1 Guttman - October 11, 2012

2 Q. When Lawyer's Choice's costs go up, does
3 it always pass on all of those cost increases to its
4 customers?

5 A. No.

6 Q. So is it possible that the retailers
7 that sold you the product did not pass on the cost
8 increase to its customers?

9 MR. GRALEWSKI: Hold on a second. I'm
10 going to object to the prior question as outside
11 the scope of the deposition notice. And I'm
12 objecting to this question as calls for
13 speculation, outside the scope, lacks
14 foundation, incomplete hypothetical, and calls
15 for expert testimony.

16 MS. NAIFEH: Can you repeat the
17 question.

18 (The record was read.)

19 A. It's unlikely, but it is possible.

20 Q. Why doesn't Lawyer's Choice not always
21 pass all of the cost increases on to its customers?

22 MR. GRALEWSKI: Object to the form.
23 Outside the scope of the notice. Vague and
24 ambiguous.

25 A. We try to please our tenants any way we

1 Guttman - October 11, 2012

2 can.

3 Q. So do you think that Dell might have
4 taken the same approach in not raising its costs of
5 your computer system?

6 MR. GRALEWSKI: I object to the form.

7 Calls for speculation, outside the scope of the
8 notice, lacks foundation, incomplete
9 hypothetical, calls for expert testimony.

10 A. Oh, I could answer that question. I
11 have leases in place. I cannot breach the leases.
12 The cost that I come up with in a lease with my
13 subtenants is a lease cost that I have to abide by.
14 After the lease is renegotiated, that's different,
15 but I am obligated to maintain a certain price to my
16 tenants for a certain period of time. It's a
17 commercial lease.

18 Q. Okay. I appreciate that, Mr. Guttman.

19 I'm not quite sure that you answered my
20 question. So I basically just -- actually, could you
21 just repeat the question.

22 (The record was read.)

23 A. No, I don't.

24 Q. Why not?

25 MR. GRALEWSKI: Let me give my

1 Guttman - October 11, 2012

2 objection. My objection is to the prior
3 question which stated same objections to the why
4 not question. Speculation, outside the scope,
5 lacks foundation, incomplete hypothetical, calls
6 for expert testimony.

7 A. Dell is entitled to change their pricing
8 any time they want. I'm not once I've signed a lease
9 with a commercial tenant.

10 Q. Can Dell make the decision not to
11 increase its prices?

12 A. I suppose they can.

13 MR. GRALEWSKI: I object to the form.
14 Outside the scope. Calls for speculation, lacks
15 foundation.

16 Q. Do you think it would do that in order
17 to please its customers?

18 MR. GRALEWSKI: Object to the form.
19 Calls for speculation, lacks foundation.
20 Outside the scope.

21 A. I don't know. I'm not a marketing
22 advisor for Dell.

23 Q. But it could do that in order to please
24 its customers?

25 MR. GRALEWSKI: I object to the form.

1 Guttman - October 11, 2012

2 Outside the scope, calls for speculation. Lacks
3 foundation.

4 A. It could do anything it wants, including
5 filing bankruptcy.

6 Q. What is the total amount you believe the
7 defendants' conduct cost you?

8 A. Could you rephrase that. Total amount
9 of what, dollars?

10 Q. Of money.

11 A. I do not know.

12 Q. What is the total amount you expect to
13 receive if you win this case?

14 A. I haven't determined that.

15 Q. Do you think that everyone in the class
16 should get the same amount of money?

17 MR. GRALEWSKI: I object to the form to
18 the prior two, also as calling for legal and
19 expert testimony.

20 A. Probably not.

21 Q. Why not?

22 A. Different products, different prices.
23 I'm in no position to answer that question.

24 Q. Should class representatives get
25 additional or extra money?

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: I object to the form.

3 Outside the scope of the notice -- I'll withdraw
4 that. Calls for legal testimony. You can
5 answer.

6 A. Not necessarily.

7 Q. Why not?

8 MR. GRALEWSKI: Same objection.

9 A. I think they're performing an important
10 duty. It's almost like serving on jury duty or
11 something in that regard, kind of a civic duty.

12 Q. Would you agree that a manufacturer is
13 entitled to make a profit on the products it
14 manufacturers?

15 MR. GRALEWSKI: I object to the form.
16 Outside the scope of the notice.

17 A. How do you define profit?

18 Q. The common meaning of the word -- how do
19 you understand profit?

20 A. Well, I mean, I've heard that airlines
21 never make a profit, but --

22 MR. GRALEWSKI: Object to the form,
23 outside the scope of the notice.

24 Q. So to gain more money than was spent in
25 costs, let's say?

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: I'm sorry, is there a
3 question pending?

4 Q. So using that definition, would you
5 agree that a manufacturer is entitled to make a
6 profit in the products it manufacturers?

7 MR. GRALEWSKI: I object to the form.
8 Outside the scope of the notice. Calls for
9 legal and expert testimony.

10 A. I really don't know how to answer that.
11 It's almost like a political question. It's not a
12 legal question.

13 Q. So you don't have an answer for this
14 question?

15 A. I really don't, no.

16 Q. If the prices for a CRT fell, would you
17 expect a manufacturer to increase its production?

18 MR. GRALEWSKI: Object to the -- is that
19 the end of your question? Object to the form,
20 outside of the scope. Calls for speculation,
21 lacks foundation, incomplete hypothetical, calls
22 for expert testimony.

23 A. Could you repeat that, please.

24 Q. If the prices for a CRT fell, would you
25 expect a manufacturer to increase its production?

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: Same objections.

3 A. It's their own corporate decision. It's
4 not mine. They may make it up in volume. I don't
5 know.

6 Q. Would it be unreasonable for a
7 manufacturer to decrease its production?

8 MR. GRALEWSKI: I object to the form.
9 Outside the scope of the 30(b)(6) notice, calls
10 for speculation, lacks foundation, incomplete
11 hypothetical, calls for expert testimony.

12 A. I don't really have an opinion on that.
13 Could you repeat it one more time, please.

14 MS. NAIFEH: Do you mind reading that
15 back.

16 (The record was read.)

17 MR. GRALEWSKI: Same objections.

18 A. Under what circumstances?

19 Q. If the prices for a CRT fell.

20 MR. GRALEWSKI: Same objections.

21 A. I think every corporation can make its
22 own decisions if it's not violating U.S. law.

23 Q. Mr. Guttman, when did you first become
24 aware of your claim that you had been overcharged for
25 the purchase of the Dell computer?

1 Guttman - October 11, 2012

2 A. March of this year -- or was that March
3 of last year? When I signed the retainer agreement.

4 Q. I believe you testified earlier that was
5 March of 2012.

6 A. Yes, ma'am. That is correct.

7 Q. You understand that you are a plaintiff
8 class representative in a purported class action
9 against Toshiba and a number of other defendants; is
10 that correct?

11 A. Yes.

12 Q. What is your role in this lawsuit?

13 A. I'm a class representative.

14 Q. And what does that mean?

15 A. That means that I represent the District
16 of Columbia as one member of a class.

17 Q. Are there any other class members in the
18 District of Columbia?

19 A. None that I'm aware of.

20 Q. How many other plaintiffs are there in
21 the CRT antitrust litigation?

22 A. I don't know.

23 Q. What is your understanding of the
24 obligations of a class representative?

25 A. To respond to the documents and requests

1 Guttman - October 11, 2012

2 and appear in front of a deposition.

3 Q. And how have you gone about fulfilling
4 those obligations?

5 A. I think in a positive, honest, manner.

6 Q. Other than preparing for this
7 deposition, how much time have you spent on this
8 case?

9 A. I would estimate somewhere between five
10 and ten hours.

11 Q. And that's since March of this year?

12 A. That's correct.

13 Q. Are you monitoring this case?

14 A. Through my attorneys.

15 Q. By any other means?

16 A. No.

17 Q. Have you been promised anything for
18 bringing this lawsuit other than a damage award?

19 A. No.

20 MS. NAIFEH: Please mark this.

21 (Exhibit 375, Indirect Purchaser
22 Plaintiffs' Notice of Motion and Motion for
23 Leave to Amend the Complaint marked for
24 identification, as of this date.)

25 Q. Mr. Guttman, can you please identify

1 Guttman - October 11, 2012

2 this document.

3 A. This is an indirect purchaser
4 plaintiffs' notice of motion and motion for leave to
5 amend the complaint.

6 Q. Do you recognize this document?

7 A. Yes.

8 Q. Have you read it?

9 A. No, not in full.

10 Q. You read --

11 A. But I'm aware of it, though.

12 Q. Have you read part of it?

13 A. Yes.

14 Q. Can you tell me which part of the
15 document you read.

16 A. I think I read page 2 where it says
17 District of Columbia, where the current Bedrock
18 Management Company, Inc. is then transferred to a
19 proposed new plaintiff, that being Lawyer's Choice
20 Suites, Inc.

21 Q. Do you know why you were substituted as
22 the class representative for the District of Columbia
23 instead of Bedrock Management?

24 A. Yes.

25 Q. Why is that?

1 Guttman - October 11, 2012

2 (DIR)

3 MR. GRALEWSKI: I'll instruct you not to
4 answer the question to the extent you would
5 reveal communications with your lawyers.

6 To the extent you can answer that
7 question without revealing communications, you
8 can do so.

9 A. I can't answer that.

10 Q. Do you know whether the court has
11 granted the indirect purchaser plaintiffs' motion to
12 amend the complaint?

13 A. No.

14 Q. I'm sorry, is that you don't know
15 whether it has granted?

16 A. That's correct.

17 Q. Okay. Did you have any role in drafting
18 this motion?

19 A. Not directly.

20 Q. You had a role indirectly?

21 A. Well, I allowed my company to become a
22 member of the class.

23 Q. Did you make any suggestions about what
24 this motion should say?

25 A. No.

1 Guttman - October 11, 2012

2 Q. Just below the District of Columbia,
3 this chart refers to a list of other proposed new
4 plaintiffs; David Rooks, Patricia Andrew, Misti
5 Walker, Gloria Kamo, and Jeff Speaect.

6 Do you know any of these other
7 plaintiffs?

8 A. I do not.

9 Q. Mr. Guttman, actually, this is Exhibit
10 11. I believe you have a copy of that.

11 Mr. Guttman, if you can, please identify
12 this document.

13 A. It's an indirect purchaser plaintiffs'
14 third consolidated amended complaint.

15 Q. Have you seen this document before in
16 preparation for this deposition?

17 A. I think so.

18 Q. Do you know when that was?

19 A. I do not.

20 Q. Have you read the complaint -- I'm
21 sorry, the amended complaint?

22 A. Not in its entirety, no.

23 Q. Have you read any portions of the
24 complaint?

25 A. I may have in dealing with the CRT

1 Guttman - October 11, 2012

2 issues.

3 Q. Do you recall when that would have been?

4 A. I do not.

5 Q. Did you read this complaint before it
6 was filed on December 10, 2010?

7 A. No.

8 Q. Do you believe the statements contained
9 within it to be true?

10 A. Yes.

11 Q. And what is the basis for that belief?

12 A. Faith in my attorneys.

13 Q. Do you have any other basis for your
14 belief?

15 A. I think they've created a very similar
16 fourth consolidated amended complaint that, it's my
17 understanding, is very similar, simply replacing some
18 of the names.

19 Q. Okay. So besides this complaint and the
20 fourth amended complaint, do you have any other
21 factual basis for your belief that the statements in
22 this document are true?

23 A. Again, I believe in what my attorneys
24 are doing.

25 Q. Do you know the sources of the

1 Guttman - October 11, 2012

2 information contained in the complaint?

3 A. No, I don't. I relied on my attorneys.

4 Q. Did you ask your attorneys if you could
5 review any of the sources referenced in the
6 complaint?

7 (DIR)

8 MR. GRALEWSKI: Hold on. I'm going to
9 instruct you not to answer that question on the
10 ground of the attorney-client privilege.

11 Q. So you're not going to answer that
12 question?

13 A. No.

14 Q. Do you know the time period alleged in
15 the complaint?

16 A. Not specifically.

17 Q. Is that your answer?

18 A. I could spend time reading this and we'd
19 figure it out, yeah.

20 MR. GRALEWSKI: Would you like to do
21 that to answer the question?

22 THE WITNESS: No.

23 Q. All right. We'll move on. In
24 general --

25 MR. GRALEWSKI: I object to that

1 Guttman - October 11, 2012

2 question as outside the scope of the notice.

3 Q. In general, what is your knowledge of
4 the allegations in the complaint?

5 A. Based upon my discussions with legal
6 counsel.

7 Q. And what is your understanding of the
8 legal claims being made?

9 MR. GRALEWSKI: Same objection. Outside
10 the scope of the notice.

11 A. Could you repeat that, please.

12 Q. What is your understanding of the legal
13 claims being made in the complaint?

14 A. What is my understanding of them? That
15 they're legitimate.

16 Q. Do you know what legal claims the
17 complaint makes?

18 A. Yes.

19 Q. And what are they?

20 MR. GRALEWSKI: Outside the scope of the
21 notice. Object to the form. Go ahead.

22 A. Antitrust violations, Sherman
23 violations, conspiracy, price fixing.

24 Q. Do you know where the lawsuit is now
25 pending?

1 Guttman - October 11, 2012

2 A. Northern District of California.

3 Q. How did you make the decision to include
4 the specific defendants listed in the complaint?

5 A. Could you repeat that, please.

6 Q. How did you make the decision to include
7 the specific defendants listed in the complaint?

8 MR. GRALEWSKI: I object to the form.

9 Outside the scope.

10 A. It was not my decision. It was my
11 attorney's decisions.

12 MS. NAIFEH: Let's go off the record.

13 THE VIDEOGRAPHER: Going off the record
14 at 4:29.

15 (There was a recess taken.)

16 THE VIDEOGRAPHER: Back on the record at
17 4:43.

18 BY MS. NAIFEH:

19 Q. Okay. Mr. Guttman, looking at Exhibit
20 11, is it your contention that each of the listed
21 defendants on page 9, starting on page 9 of the
22 amended complaint, was involved in the alleged
23 conspiracy?

24 A. According to my legal counsel, yes.

25 Q. Do you have any evidence in establishing

1 Guttman - October 11, 2012

2 the involvement of each?

3 A. Not personally, no.

4 Q. Do you have any evidence in establishing
5 the involvement of any defendant listed in this
6 complaint?

7 A. I've been relying on legal counsel for
8 all of that.

9 Q. So does that mean you don't have any
10 evidence?

11 MR. GRALEWSKI: I object to the form.
12 Misstates testimony, and also, outside the scope
13 of the notice to this question and the prior
14 two.

15 A. I'm relying on my attorneys to tell me
16 who the defendants are.

17 Q. Earlier, you testified that you were
18 alleging a conspiracy to fix the prices of CRTs, not
19 to finished products; is that correct?

20 A. Yes.

21 Q. Some of the defendants listed in this
22 complaint do not manufacture CRTs.

23 Did you know that?

24 MR. GRALEWSKI: I object to the form.
25 Lacks foundation. Outside the scope of the

1 Guttman - October 11, 2012

2 notice.

3 A. Could you repeat the question, please.

4 (The record was read.)

5 A. I've been relying on my lawyers to tell
6 me who the defendants are. The fact that they may
7 not be manufacturers, still may impact some
8 liability. I am not aware of the specific defendants
9 and their specific causes of action.

10 Q. Do you have anything else to add?

11 A. I have to rely on my lawyers to tell me
12 what claims they feel are legitimate.

13 Q. Do you believe that any other companies
14 besides those listed in your complaint were involved
15 in the alleged conspiracy?

16 A. I have no idea.

17 Q. So you don't know if Dell could have
18 been involved?

19 A. I do not know.

20 MR. GRALEWSKI: I object to the form of
21 this question and the last two, outside the
22 scope.

23 Q. Okay. If you could look at paragraphs
24 starting on page 5, paragraph 19 through paragraph 50
25 on page 9. These are the named plaintiffs in this

1 Guttman - October 11, 2012

2 litigation.

3 Do you recognize any of the names in
4 those paragraphs?

5 A. I recognize Bedrock Management.

6 Q. How do you recognize Bedrock?

7 MR. GRALEWSKI: Object to the form, this
8 question and the last one. Sorry. Outside the
9 scope of the notice.

10 A. I saw my name being -- replacing
11 Bedrock.

12 Q. Does Lawyer's Choice have any -- do
13 business with Bedrock Management?

14 A. No.

15 Q. Do you know anyone who works at Bedrock
16 Management?

17 A. No.

18 MR. GRALEWSKI: Object to the form.
19 Outside the scope.

20 Q. So do you recognize any other plaintiffs
21 listed in paragraphs 19 through 50?

22 MR. GRALEWSKI: I object to the form.
23 Outside the scope.

24 A. No, I do not.

25 Q. Do you have any personal knowledge of

1 Guttman - October 11, 2012

2 any of the allegations listed in the complaint?

3 A. Could you repeat that question.

4 MR. GRALEWSKI: Object to the form.

5 Outside the scope.

6 Q. Do you have any personal knowledge of
7 any of the claims listed in the complaint?

8 MR. GRALEWSKI: Same objection.

9 A. Do I have any personal knowledge of
10 the --

11 Q. Allegations listed in the complaint.

12 A. I have personal knowledge of the
13 allegations.

14 Q. In what way?

15 MR. GRALEWSKI: Same objection. Outside
16 the scope.

17 A. By reading the documents and speaking to
18 my attorneys.

19 Q. Okay. Do you have any personal
20 knowledge of the factual basis of those allegations?

21 MR. GRALEWSKI: I object to the form.
22 Outside the scope.

23 A. I don't really understand the question.
24 What is factual knowledge of the allegations?

25 Q. Do you personally know any of these

1 Guttman - October 11, 2012

2 allegations to be true from your experience?

3 MR. GRALEWSKI: Object to the form.

4 Outside the scope.

5 A. I've relied on counsel for these
6 allegations.

7 Q. So does that mean you don't have any
8 personal knowledge of the allegations?

9 A. I'm sorry.

10 MR. GRALEWSKI: I object to the form.

11 Outside the scope.

12 A. I don't understand personal knowledge.
13 Are you referring to me opening up my CRT screen? I
14 don't quite understand the question.

15 Q. Okay. Can you please turn to page 15,
16 paragraph 71. Can you please read paragraph 71. You
17 don't have to read it out loud.

18 A. Okay.

19 Q. Do you have any personal knowledge of
20 the facts in paragraph 71?

21 MR. GRALEWSKI: Object to the form.

22 Outside the scope.

23 A. Well, I'm aware that Toshiba Corporation
24 is a Japanese corporation.

25 Q. Okay. Is there anything else?

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: Same objection. Outside
3 the scope.

4 A. I know they're a defendant.

5 Q. Is that it?

6 MR. GRALEWSKI: Same objection.

7 A. I believe they manufactured CRT products
8 in discussions with my attorneys and the common
9 knowledge that Toshiba is a Japanese corporation.

10 Q. So would it be fair to say that your
11 understanding of the allegations contained in this
12 complaint are mostly based on what you learned from
13 your attorneys?

14 MR. GRALEWSKI: I object to the form.
15 Outside the scope.

16 A. No. I'm aware that Toshiba is a
17 corporation that's made CRTs.

18 MR. GRALEWSKI: Vague and ambiguous.

19 Q. Can you please turn to page 31 of the
20 amended complaint.

21 A. Okay.

22 Q. Do you have personal knowledge of the
23 conspiracy allegations alleged in the complaint that
24 begin in paragraph 134?

25 MR. GRALEWSKI: Object to the form.

1 Guttman - October 11, 2012

2 Outside the scope.

3 A. I would agree with that statement.

4 Q. And why would you agree with that
5 statement?

6 MR. GRALEWSKI: I object to the form.
7 Outside the scope.

8 A. Because I have faith in my attorneys. I
9 feel that if they make these claims, that they're
10 legitimate.

11 Q. Do you have any other basis besides from
12 what your attorneys have told you to believe that
13 these allegations are true?

14 MR. GRALEWSKI: I object to the form.
15 Outside the scope. Asked and answered.

16 A. Again, I don't understand the question
17 of personal knowledge. I don't understand the
18 question. What is personal knowledge?

19 Q. Have you personally learned of the facts
20 alleged in this complaint from some other source
21 besides your attorneys?

22 MR. GRALEWSKI: Object to the form.
23 Outside the scope.

24 A. No.

25 MR. GRALEWSKI: Vague and ambiguous.

1 Guttman - October 11, 2012

2 Misleading.

3 Q. The complaint alleges that during the
4 class period, you purchased CRT products from one or
5 more defendants.

6 Is that an accurate statement?

7 MR. GRALEWSKI: I object to the form.

8 Outside the scope, lacks foundation.

9 A. Say that again, please.

10 MS. NAIFEH: Do you mind repeating it.

11 (The record was read.)

12 A. Yes.

13 Q. How do you know?

14 MR. GRALEWSKI: I object to the form.

15 Outside the scope. Lacks foundation.

16 A. Well, I know at the very least, that
17 there was one product which was a CRT screen
18 connected with the 1100 Dell.

19 Q. Okay. And so that was a Dell computer
20 that came with a Dell monitor, right?

21 A. Correct.

22 Q. So what is the basis of your assertion
23 that you purchased a CRT product from one or more of
24 the defendants in this case?

25 A. Where does it state that, counsel?

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: I object to the question
3 as outside the scope. Lacks foundation.

4 Q. If you look at paragraph 1 of the
5 complaint.

6 A. Page 1?

7 Q. Yes.

8 A. The third amended complaint. It states
9 indirectly purchased CRT products. I would agree
10 with that.

11 Q. How do you know that you indirectly
12 purchased a CRT product from the defendants in this
13 case?

14 MR. GRALEWSKI: I'm sorry, can you read
15 that back, madam court reporter.

16 (The record was read.)

17 A. I'm relying on my attorneys for that.

18 Q. Can you identify for us entities that
19 manufacture CRT products.

20 A. Toshiba, Samsung, Chunghwa, quite a few
21 more.

22 Q. Can you identify for us any entities
23 that sell CRT products.

24 A. That sell CRT products? Indirectly or
25 directly?

1 Guttman - October 11, 2012

2 Q. Entities that sell televisions and
3 computer monitors.

4 MR. GRALEWSKI: I object to the form.
5 Outside the scope.

6 A. Are you talking about retailers or
7 manufacturers?

8 Q. I'm talking about retailers that sell
9 CRT products.
10 (MKD)

11 MR. GRALEWSKI: I object to the form.
12 Outside the scope. I would like this portion of
13 the transcript marked, please.

14 A. Could you please repeat the question.
15 (The record was read.)

16 MR. GRALEWSKI: So my objection is
17 outside the scope.

18 A. By asking me CRT products, are you
19 talking about televisions and monitors?

20 Q. That's correct.

21 A. Yes, I can.

22 Q. Okay. What are some of those entities?

23 MR. GRALEWSKI: I object to the form.
24 Outside the scope.

25 A. Dell, Toshiba, Samsung, probably LG,

1 Guttman - October 11, 2012

2 Chunghwa. You want me to name more television and
3 monitor companies?

4 Q. I think that's fine.

5 If we can turn back to paragraph 1 of
6 the complaint. Line 17, it states that "The
7 defendants conspired to fix, raise, maintain and/or
8 stabilize prices of CRTs sold in the United States."

9 Do you see that?

10 A. Yes.

11 Q. What does it mean to fix prices?

12 A. Sorry?

13 Q. What does it mean to fix prices?

14 MR. GRALEWSKI: I object to the form,
15 outside the scope. Calls for legal testimony.

16 A. To fix prices would probably include
17 having many of these agree to a specific price so
18 that it would be uncompetitive in advance.

19 Q. And what is your basis for this
20 allegation?

21 A. I'm relying on my attorneys.

22 Q. Can you look on page 61, paragraph 249,
23 please.

24 A. Correct.

25 Q. So this says "Plaintiff Bedrock, DC

1 Guttman - October 11, 2012

2 plaintiff." I understand that Lawyer's Choice will
3 be substituted in the new complaint.

4 Could you please read paragraph 249 to
5 yourself.

6 MR. GRALEWSKI: You want him to read all
7 the subparts also?

8 Q. Start off with -- let me know when you
9 finish subpart A.

10 A. I finished that.

11 Q. Okay. So what is your basis for the
12 allegations in 249 A?

13 MR. GRALEWSKI: Object to the form.
14 Outside the scope.

15 A. Based upon my attorney's discussions.

16 Q. Do you know which defendants agreed to
17 act in restraint of trade or commerce in the District
18 of Columbia?

19 MR. GRALEWSKI: Object to the form.
20 Outside the scope.

21 A. I'm not able to address that issue.

22 Q. Is that because you don't know?

23 A. I don't know if all or some of the
24 defendants are involved in distributing CRT products
25 in the District of Columbia.

1 Guttman - October 11, 2012

2 Q. In subpart A where it says "Artificial
3 and/or non-competitive levels," what does that mean?

4 MR. GRALEWSKI: Object to the form.

5 Outside the scope. Calls for legal testimony.

6 A. Artificial is that it's a predetermined,
7 unmarket price. It's based on an agreement versus
8 based on the market as we know it.

9 Q. And what competition -- I'm sorry,
10 moving onto subpart B, if you could read that and let
11 me know when you're finished.

12 A. Okay.

13 Q. What competition was eliminated through
14 the District of Columbia from 249 B?

15 MR. GRALEWSKI: I object to the form.

16 Outside the scope. Overbroad, vague and
17 ambiguous. Calls for legal testimony.

18 A. I can't determine which specific
19 defendants had specific CRT products in the District
20 of Columbia. But I feel comfortable that defendants
21 were in fact involved in restraining competition.

22 Q. And how do you know that?

23 MR. GRALEWSKI: Object to the form,
24 outside the scope, asked and answered.

25 A. I'm relying on my attorney's expertise.

1 Guttman - October 11, 2012

2 Q. What does super competitive artificially
3 inflated prices mean in 249 B?

4 MR. GRALEWSKI: Object to the form.

5 Outside the scope. Calls for legal testimony.

6 A. It lacked competition and was
7 artificially inflated.

8 Q. And how was it artificially inflated?

9 MR. GRALEWSKI: Object to the form.

10 Outside the scope. Asked and answered.

11 A. By conspiring to restrain trade.

12 Q. And how do you know that?

13 MR. GRALEWSKI: Object to the form.

14 Outside the scope, asked and answered.

15 A. I'm relying on my attorneys.

16 Q. If you could take a look at subpart C,
17 please.

18 What does substantially affected
19 District of Columbia commerce mean in 249 C?
20 (MKD)

21 MR. GRALEWSKI: I would like this
22 portion of the transcript marked as well for my
23 later reference. And I'm also going to object
24 as outside the scope and calls for legal
25 testimony.

1 Guttman - October 11, 2012

2 A. What does it mean?

3 Q. Yes.

4 A. It means that prices were paid by
5 District of Columbia entities and individuals that
6 paid more than they should have under the law.

7 Q. And how do you know that?

8 A. I'm relying on my attorneys.

9 MR. GRALEWSKI: I object to the form.
10 Outside the scope.

11 Q. Can you please read section or subpart D
12 for me and let me know when you're finished.

13 A. Okay.

14 Q. What unlawful conduct are you referring
15 to in 249 D?

16 MR. GRALEWSKI: Object to the form,
17 outside the scope. Asked and answered.

18 A. Conspiracy, restraint of trade,
19 antitrust violations.

20 Q. What do you mean by injured in their
21 business and property?
22 (MKD)

23 MR. GRALEWSKI: I would like that
24 portion of the transcript marked. I object to
25 the form. Outside the scope, calls for legal

1 Guttman - October 11, 2012

2 testimony.

3 A. They paid more than they should have.

4 They have less money in their bank accounts.

5 Q. What further injury are you referring
6 to?

7 MR. GRALEWSKI: I object to the form.

8 Outside the scope. Calls for legal testimony.

9 A. I think every citizen is injured when
10 there are antitrust violations, including the
11 District of Columbia.

12 Q. Did that constitute further injury?

13 MR. GRALEWSKI: I object to the form.

14 Outside the scope. Calls for legal testimony.

15 A. Certainly could.

16 Q. Subpart E refers to District of Columbia
17 Code Section 28 4501.

18 Are you familiar with that statute?

19 MR. GRALEWSKI: Object to the form.

20 Outside the scope.

21 A. Not specifically.

22 Q. Do you know if Dell still sells CRT
23 monitors?

24 A. I do not.

25 MR. GRALEWSKI: I object to the form.

1 Guttman - October 11, 2012

2 Outside the scope.

3 Q. Does any retailer still sell CRT
4 monitors?

5 MR. GRALEWSKI: Outside the scope.

6 Object to the form.

7 A. I'm not aware.

8 MR. GRALEWSKI: Lacks foundation. Calls
9 for speculation.

10 Q. Does any retailer still sell CRT
11 televisions?

12 A. Yes, I think so.

13 MR. GRALEWSKI: Outside the scope, calls
14 for speculation.

15 Q. I'm sorry, what was your answer?

16 A. I believe so. Maybe in terms of
17 resellers.

18 MR. GRALEWSKI: Before you ask your next
19 question, I misspoke two or three questions ago
20 and I withdraw my foundation objection.

21 A. You can find this stuff on EBay all the
22 time.

23 Q. So these are CRT products that have --
24 that are used and are being resold?

25 MR. GRALEWSKI: I object to the form.

1 Guttman - October 11, 2012

2 Outside the scope.

3 Q. Is that correct?

4 A. In addition to retailers that may be
5 selling them directly, yes.

6 Q. Do you know of any retailers that are
7 selling CRT products as new?

8 MR. GRALEWSKI: I object to the form.

9 Outside the scope.

10 A. I'm not aware of them, no.

11 Q. Would it be fair to say that CRTs are an
12 obsolete technology?

13 MR. GRALEWSKI: I object to the form.

14 Outside the scope, vague and ambiguous.

15 A. No. I'm not knowledgeable enough to
16 make that opinion.

17 Q. Do you think you'll ever buy a CRT
18 product again?

19 MR. GRALEWSKI: I object to the form.

20 Outside the scope.

21 A. I have no idea.

22 Q. When is the last time you saw a CRT
23 product for sale at a retailer?

24 MR. GRALEWSKI: I object to the form.

25 Outside the scope.

1 Guttman - October 11, 2012

2 A. Probably within 10 years.

3 Q. So was that 10 years ago?

4 A. Within 2002 to 2012, I think that there
5 were CRT screens being sold.

6 Q. Have you seen any CRT screens being sold
7 in 2012?

8 MR. GRALEWSKI: I object to the form.
9 Outside the scope.

10 A. I can't recall.

11 Q. What about since 2007?

12 A. It's more likely --

13 MR. GRALEWSKI: Object to the form.
14 Outside the scope.

15 Q. Would you say that the number of CRT
16 products offered for sale has generally decreased
17 from 2007 until now?

18 MR. GRALEWSKI: Object to the form.
19 Outside the scope.

20 A. I'm not familiar with all CRT products
21 that -- there could be medicinal purposes. There
22 could be a number of CRT sales that I personally, as
23 a consumer, are not aware of.

24 Q. Okay. Let me qualify my question to
25 just computer monitors and CRT television monitors.

1 Guttman - October 11, 2012

2 A. Okay.

3 Q. No other type of CRT products.

4 A. Okay.

5 Q. Are you aware of those products being
6 sold decreasing in sales from 2007 to 2012?

7 MR. GRALEWSKI: Object to the form.

8 Outside the scope.

9 A. I can't address the sales issue, but I
10 have seen fewer of them on the shelf at retail
11 operations.

12 Q. I believe you stated earlier that you
13 had replaced your CRT monitor with two subsequent LCD
14 monitors; is that correct?

15 A. That's correct.

16 MR. GRALEWSKI: Object to the form.

17 Outside the scope.

18 Q. Are you likely to buy another CRT
19 monitor for Lawyer's Choice?

20 MR. GRALEWSKI: I object to the form.

21 Outside the scope.

22 A. I don't know what I'll be buying in the
23 future. I can't predict what technology is going to
24 be out there.

25 Q. When was the last time that you

1 Guttman - October 11, 2012

2 purchased a computer system at Dell?

3 A. I think it was 2006.

4 Q. That was the last time you purchased a
5 computer system?

6 A. Yes. With Dell, right.

7 Q. How are you at risk for further injury
8 from the alleged two conspiracies described in
9 paragraph 249?

10 MR. GRALEWSKI: I object to the form.
11 Outside the scope. Calls for legal testimony.

12 A. How am I damaged?

13 Q. How are you at risk for further injury?

14 A. Lawyer's Choice Suites.

15 MR. GRALEWSKI: Object to the form.

16 A. I think it's very bad when foreign
17 companies are involved in unfair trade in this
18 country, and that there are a multitude of
19 implications for that in terms of employment,
20 productivity, job creation. Antitrust violations can
21 affect our entire economy.

22 Q. So are you claiming damages for those
23 implications?

24 MR. GRALEWSKI: I object to the --

25 A. Could you repeat that, please.

1 Guttman - October 11, 2012

2 (The record was read.)

3 MR. GRALEWSKI: Actually, I object to
4 the form. Outside the scope.

5 A. Could we go before that. Implications
6 regarding what, again?

7 (The record was read.)

8 MR. GRALEWSKI: I object to the form.
9 Outside the scope. Asked and answered.

10 A. I don't know how to respond to that.
11 I'd have to rely on my attorneys to tell me if in
12 fact, those are part of the injuries. I don't have
13 an answer.

14 Q. Would you please turn to page 92,
15 paragraph 284.

16 MR. GRALEWSKI: Sorry. Page what?

17 MS. NAIFEH: Page 92, paragraph 284.

18 A. Okay.

19 Q. So in that paragraph, you say that
20 throughout the relevant period, the defendants
21 affirmatively and fraudulently concealed their
22 unlawful claims against plaintiffs and the classes.

23 A. It says unlawful conduct.

24 Q. I'm sorry, unlawful conduct against
25 plaintiffs in the classes. Thank you.

1 Guttman - October 11, 2012

2 MR. GRALEWSKI: Object to form. Outside
3 the scope.

4 Q. In what manner did defendants conceal
5 their supposed acts in furtherance of conspiracy?

6 MR. GRALEWSKI: Same objection.

7 A. By their antitrust allegations --
8 conduct.

9 Q. I'm sorry, their antitrust conduct?

10 A. By their antitrust conduct, correct.

11 Q. Can you identify such an act?

12 A. Price fixing.

13 Q. And what is your basis for this
14 allegation?

15 MR. GRALEWSKI: I object to the form.
16 Outside the scope.

17 A. Advice from counsel.

18 Q. If you could turn to the next page.
19 Paragraph 286, starts on page 92 and continues to 93.
20 If you could look specifically at 286 E.

21 You say that "The defendants
22 affirmatively concealed the alleged conspiracy by
23 giving false and pretextual reasons for the CRT
24 product price increases during the relevant period,
25 and by describing such pricing falsely as being the

1 Guttman - October 11, 2012

2 result of external costs rather than collusion."

3 Can you identify any such pretextual
4 statement?

5 MR. GRALEWSKI: Object to the form.

6 Outside the scope.

7 A. I'm relying on legal counsel on that
8 issue.

9 Q. Did you read or hear this statement
10 during the class period?

11 MR. GRALEWSKI: Object to the form,
12 outside the scope.

13 A. Class periods?

14 Q. Yes. March 1st, 1995 through November
15 25, 2007.

16 A. Did I what again?

17 Q. Did you read or hear this statement
18 during the class period?

19 MR. GRALEWSKI: I think he may be on a
20 different part than you are.

21 Can you redirect him to where you want
22 him to be looking.

23 MS. NAIFEH: Sure.

24 Q. So it's page 93 E.

25 A. Okay.

1 Guttman - October 11, 2012

2 MS. NAIFEH: Thank you.

3 A. Yes, I'm relying on counsel for that.

4 Q. Okay. So does that mean you did not
5 read or hear that statement during the class period?

6 MR. GRALEWSKI: I object to the form.
7 Outside the scope.

8 A. I'm sure I've read this statement. I
9 can't tell you when, but it should have been during
10 the class period.

11 Could you please repeat the question.

12 Q. Okay. So it says that the defendants
13 gave false or pretextual reasons.

14 Did you hear any statement giving false
15 or pretextual reasons from the defendants during the
16 class period?

17 A. No. I have relied on my attorneys.

18 Q. Okay.

19 MR. GRALEWSKI: Object to the form.
20 Outside the scope.

21 Q. If you could turn back to page 92,
22 paragraph 285. It says that the plaintiffs could not
23 discover through the exercise of reasonable diligence
24 the defendants were violating the laws alleged herein
25 until shortly before this litigation was commenced.

1 Guttman - October 11, 2012

2 Do you see that?

3 A. I think it reads plaintiffs and members
4 of the class did not discover and could not discover
5 through the exercise of reasonable diligence the
6 defendants violating laws as alleged herein. Okay.

7 Q. Why were you unable to discover the
8 existence of the alleged conspiracy?

9 MR. GRALEWSKI: Object to the form.

10 Outside the scope. Calls for legal testimony.

11 A. I have to rely on my lawyer's expertise
12 on this issue.

13 Q. Did you take any steps to discover the
14 conspiracy?

15 MR. GRALEWSKI: Object to the form.

16 Outside the scope.

17 A. I hired counsel.

18 Q. Was that during the class period?

19 A. When was the class period?

20 MR. GRALEWSKI: Object to the form.

21 Outside the scope.

22 Q. March 1st, 2000 -- I'm sorry. March
23 1st, 1995 through November 25, 2007.

24 A. No. I wasn't involved at that time with
25 my attorneys. I did not sign a fee agreement with

1 Guttman - October 11, 2012

2 them at that time.

3 Q. Okay. So you didn't take any steps to
4 discover the conspiracy during the class period?

5 MR. GRALEWSKI: I object to the form.
6 Outside the scope.

7 A. I hired my attorneys to do that.

8 Q. That was after the class period; is that
9 right?

10 MR. GRALEWSKI: Object to the form.
11 Outside the scope.

12 A. Yes. It was 2012.

13 MR. GRALEWSKI: I'm going to withdraw
14 that last objection.

15 Q. If you can please turn to page 45,
16 paragraph 193.

17 THE VIDEOGRAPHER: Going off the record
18 at 5:33.

19 (Discussion held off the record.)

20 THE VIDEOGRAPHER: Back on the record at
21 5:44.

22 (Exhibit 376, Samsung Exhibits D 33
23 through D 39 and A 40, marked for
24 identification, as of this date.)

25 (Exhibit 377, Samsung Exhibits E 33

1 Guttman - October 11, 2012
2 through E 40, marked for identification, as of
3 this date.)

4 (Exhibit 378, Toshiba Exhibits A 33
5 through A 40, marked for identification, as of
6 this date.)

7 (Exhibit 379, Toshiba Exhibits B 33
8 through B 39 and A 40, marked for
9 identification, as of this date.)

10 (Exhibit 380, Toshiba Exhibits C 33
11 through C 39 and A 40, marked for
12 identification, as of this date.)

13 MS. NAIFEH: Mr. Guttman, thank you so
14 much for being here today. I have no further
15 questions from the defendants.

16 Does anyone else on the line have any
17 further questions?

18 EXAMINATION BY

19 MR. GRALEWSKI:

20 Q. Hearing no response from the other
21 defendants who were on the line earlier, I have a few
22 questions for you, Mr. Guttman.

23 As you know, my name is Bob Gralewski.
24 I'm with the law firm of Kirby McInerney. I
25 represent you and the class in this case. Thanks for

1 Guttman - October 11, 2012

2 your time today.

3 A. You're welcome.

4 Q. You recall earlier in the day, we looked
5 at your receipt for the Dimension 1100 that was
6 Exhibit 367.

7 MS. NAIFEH: Objection. Misstates prior
8 testimony.

9 Q. You remember we looked at Exhibit 367
10 which was your order confirmation?

11 A. Right.

12 Q. Can you grab that.

13 A. 367.

14 Q. So you have 367 in front of you,
15 correct?

16 A. I do.

17 Q. And do you recall that counsel asked you
18 some questions concerning how you knew that the
19 monitor you bought along with the CPU and the 1100
20 was a CRT?

21 A. Yes.

22 Q. And you indicated, correct, that order
23 confirmation identified it as a CRT and that's how
24 you know it was a CRT, correct?

25 A. Correct.

1 Guttman - October 11, 2012

2 Q. Is there anything else that leads you to
3 believe it was a CRT?

4 MS. NAIFEH: Objection. Leading.

5 A. The receipt that we received and the
6 shipping label.

7 Q. Okay.

8 A. Also, said CRT.

9 Q. Are you familiar with, generally
10 speaking, the size and shape of CRTs versus other
11 monitor technology like flat screens?

12 A. Yes.

13 Q. What is your understanding of the size
14 and shape of a CRT monitor versus a flat screen one?

15 A. Well, considering the size of the
16 screen, if they are both the same, a CRT is quite
17 heavier and bigger and bulkier.

18 Q. And was the monitor that you purchased
19 in connection with the confirmation there in 367 one
20 of the bigger, bulkier models?

21 A. Yes.

22 Q. Okay. I don't have any other questions
23 with respect to 367.

24 You recall there was some testimony
25 about the two verifications you signed in this case,

1 Guttman - October 11, 2012

2 correct?

3 A. Correct.

4 Q. That was Exhibit 371 and 374, correct?

5 A. Correct.

6 Q. Okay. Prior to signing 371 and 374, did
7 you review Samsung Exhibit A 33? That's Exhibit 372.

8 And Samsung Exhibit B 33, that's the first page of
9 Exhibit 373?

10 MS. NAIFEH: Objection. Leading.

11 A. That was 371?

12 Q. Yeah. You want me to slow down a little
13 bit?

14 A. I have 372 and Exhibit 373.

15 Q. Why don't we do this, because you have
16 so much paper in front of you. Why don't you put the
17 two verifications up here. So that's 371, and then
18 374. And then if you could place in front of you
19 Exhibit 372 and 373. Why don't you put them side by
20 side. Just put them in front of you, side by side.

21 You see how the first page of 372 and
22 the first page of 373 reference information under the
23 heading plaintiff Lawyer's Choice Suites, Inc.?

24 A. Yes.

25 Q. Now, prior to signing the verifications

1 Guttman - October 11, 2012

2 that you signed in 371 and 374, did you review the
3 information on the first page of 372 and 373?

4 MS. NAIFEH: Objection. Leading.

5 A. Yes, I did.

6 Q. Okay. So you can put 372 and 373 away.
7 And during the break, we premarked Exhibits 376, 77,
8 78, 79, and 80. And if you could look at the first
9 page of each of those exhibits, I'll then have a
10 question for you.

11 A. Okay.

12 Q. So my question is prior to signing the
13 verifications contained in Exhibits 371 and 374, had
14 you reviewed the first page of Exhibits 376 through
15 380?

16 MS. NAIFEH: Objection. Leading.

17 A. I have, yes.

18 Q. You had reviewed those prior to the time
19 you signed the verification?

20 MS. NAIFEH: Same objection.

21 A. That is correct.

22 MR. GRALEWSKI: I have no other
23 questions.

24 MS. NAIFEH: No further questions.

25 MR. GRALEWSKI: Okay.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Guttman - October 11, 2012

THE VIDEOGRAPHER: This ends the
deposition at 5:51.

(Time noted: 5:51 p.m.)

I have read the foregoing deposition
transcript and by signing hereafter, approve same.

Dated_____.

(Signature of Deponent)

1 DEPOSITION OFFICER'S CERTIFICATE

2 STATE OF CALIFORNIA)
3) ss.
4 COUNTY OF NEW YORK)
5

6 I, LORRAINE B. ABATE , hereby certify:

7 I am a duly qualified Certified Shorthand
8 Reporter in the State of California, holder of
9 Certificate Number CSR XI01992 issued by the Court
10 Reporters Board of California and which is in full force
11 and effect. (Fed. R. Civ. P. 28(a)).

12 I am authorized to administer oaths or
13 affirmations pursuant to California Code of Civil
14 Procedure, Section 2093(b) and prior to being examined,
15 the witness was first duly sworn by me. (Fed. R. Civ.
16 P. 28(a), 30(f)(1)).

17 I am not a relative or employee or attorney or
18 counsel of any of the parties, nor am I a relative or
19 employee of such attorney or counsel, nor am I
20 financially interested in this action. (Fed. R. Civ. P.
21 28).

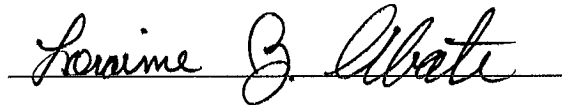
22 I am the deposition officer that
23 stenographically recorded the testimony in the foregoing
24 deposition and the foregoing transcript is a true record

25 / / /

1 of the testimony given by the witness. (Fed. R. Civ. P.
2 30(f)(1)).

3 Before completion of the deposition, review of
4 the transcript [XX] was [] was not requested. If
5 requested, any changes made by the deponent (and
6 provided to the reporter) during the period allowed, are
7 appended hereto. (Fed. R. Civ. P. 30(e)).

8
9 Dated: OCTOBER 25, 2012

10
11 
12
13
14
15
16
17
18
19
20
21
22
23
24
25

	Act (8) 38:2,4,5,6,8;48:11; 200:17;211:11	affirmatively (2) 210:21;211:22	38:17,20;39:5,10, 12:42;15;45:2; 189:18	Andrew (1) 184:4
\$		again (17) 23:18;52:7;62:4; 101:3;104:13; 117:18;120:24; 127:23;129:9; 164:18;165:12; 185:23;195:16; 196:9;206:18;210:6; 212:16	allow (3) 25:4;28:10;127:13	Angeles (1) 9:6
\$100 (13) 96:22;97:2,17; 98:14;99:2,13,15; 100:3,14,14,22; 101:4;103:20	action (10) 26:10;35:7;44:8; 128:10,14;129:13; 142:8;170:8;180:8; 190:9	age (1) 32:14	allowed (4) 101:4;132:17; 133:6;183:21	answered (45) 28:18;36:17;43:5; 44:15,22;54:17; 55:4;56:5,25;68:6; 70:14;71:5;72:16; 74:4;75:8;78:5;80:2, 3;83:10;99:5;100:7, 19,25;102:24; 108:14;113:19; 115:14;117:11,16, 17;118:8;125:24; 126:4,14;134:16; 154:24;164:12; 165:7;174:19; 195:15;201:24; 202:10,14;203:17; 210:9
\$166 (6) 103:14,20;104:5, 18,24;105:9	actions (4) 48:6,9;128:7; 129:14	ago (7) 53:6,7;117:17; 126:25;127:25; 205:19;207:3	almost (2) 177:10;178:11	anti (2) 38:2,4
\$166.00 (1) 105:4	acts (1) 211:5	agree (9) 10:25;12:15; 163:20;177:12; 178:5;195:3,4; 197:9;199:17	alone (5) 39:19;54:15; 71:18;82:3;105:13	Antitrust (14) 9:10;38:9;44:8; 48:11;162:18; 171:14;180:21; 187:22;203:19; 204:10;209:20; 211:7,9,10
\$24 (1) 123:14	actual (1) 96:7	agreed (1) 200:16	along (3) 106:10,15;217:19	apologize (3) 27:10;38:23;171:7
\$46.06 (1) 95:23	actually (8) 15:17;82:13; 95:22;98:9;142:7; 174:20;184:9;210:3	agreement (22) 23:12,18;24:4,12, 24,25;25:6,12;27:18; 28:23;48:18,19,20, 25;49:5,52:24; 53:23;141:11; 142:24;180:3;201:7; 214:25	alternative (1) 79:6	apparently (1) 48:5
\$66 (3) 97:15;102:21; 103:20	add (2) 12:22;190:10	ahead (8) 27:11;41:7;46:19; 94:21;156:4;165:9; 171:7;187:21	Although (1) 18:5	appear (1) 181:2
\$877 (2) 99:22;104:5	Adding (1) 103:19	airlines (1) 177:20	Alvin (4) 9:13;13:11;92:16, 20	appearance (2) 58:20,25
\$877.00 (3) 95:7;104:24;105:4	addition (4) 99:18;100:13,14; 206:4	Al (2) 56:22;92:11	always (2) 173:3,20	appearances (1) 10:3
A	additional (14) 12:19;21:4;58:19, 20;74:21;79:24; 97:9;100:4,22; 107:13;123:11; 161:4,15;176:25	alleges (1) 196:3	ambiguous (33) 27:15;29:13;35:4; 41:25;42:20;45:16; 47:9;49:20;50:17; 52:13;56:17;70:6, 17;71:11;75:18; 80:9;97:5;103:9; 132:10;140:7,17; 145:17;149:9; 163:13;166:20; 167:7,23;168:23; 173:24;194:18; 195:25;201:17; 206:14	appeared (1) 108:15
abide (1) 174:13	address (11) 31:22;32:3,6;48:9; 91:17,18,21,24;92:3; 200:21;208:9	allegations (15) 170:12;187:4; 192:2,11,13,20,24; 193:2,6,8;194:11,23; 195:13;200:12; 211:7	amend (4) 154:5;181:23; 182:5;183:12	appears (2) 104:8;111:12
ability (2) 13:6;117:21	addresses (2) 32:9;137:25	allege (3) 44:2,8,12	amended (13) 28:19;54:4; 141:11;154:13; 155:6;159:18; 184:14,21;185:16, 20;188:22;194:20; 197:8	Apple (1) 84:6
able (2) 13:2;200:21	administrative (4) 17:3;18:17; 126:17;137:13	alleged (12) 160:8;169:18; 186:14;188:22; 190:15;194:23; 195:20;209:8; 211:22;213:24; 214:6,8	America (7) 5:7,18;6:7;130:8; 147:2;156:14; 157:19	applicable (3) 142:14,18;159:4
above-entitled (1) 142:8	advance (1) 199:18	alleges (1) 196:3	among (1) 38:3	apply (2) 101:22;159:10
absence (1) 160:19	advantage (1) 162:17	alleging (8)	amount (6) 83:3;161:23; 176:6,8,12,16	appointed (1) 50:8
absorbed (1) 172:10	Advertising (1) 20:20		and/or (2) 199:7;201:3	appreciate (2) 23:23;174:18
access (2) 92:7;109:18	advice (8) 11:19,24;39:7; 46:23;47:5,11;68:7; 211:17			approach (2) 171:13;174:4
accessories (1) 111:3	advise (2) 11:25;139:17			approximately (2) 83:12;127:25
accessory (1) 70:12	advises (1) 12:2			April (1) 53:2
According (11) 91:13;95:6;97:15; 101:13;104:8,19,23; 111:15;123:4; 148:11;188:24	advisor (1) 175:22			areas (1) 16:16
account (2) 63:16;92:8	affect (2) 78:11;209:21			argue (1)
accountant (1) 35:15	affected (1) 202:18			
accounts (1) 204:4	affiliated (2) 52:4,9			
accoutrements (1) 168:13				
accurate (5) 13:2,7;153:10; 165:25;196:6				
accurately (1) 11:9				

127:8 argumentative (18) 71:5;74:3;75:8; 99:6;100:8,25;104:7, 22;111:14;115:14; 134:16;143:3;161:7, 17;162:3;164:2,14; 165:6 around (3) 84:11,15;91:7 Artificial (2) 201:2,6 artificially (3) 202:2,7,8 arts (2) 33:6,7 asserting (2) 37:25;40:21 assertion (1) 196:22 assisted (1) 151:22 associated (5) 9:4;15:13;51:13; 68:24;142:13 assume (4) 69:18,19;83:25; 111:3 astray (1) 35:24 attempt (1) 154:15 attend (3) 32:21,25;33:14 attended (1) 30:6 attorney (25) 10:17;11:12,16,18, 21,24,25;12:2,7; 15:8,9,10,18;24:11; 28:3;29:21,23; 30:23;45:7,8,22,22; 121:15;136:14; 148:20 attorney-client (7) 24:8,17;27:24; 46:16;136:7;139:22; 186:10 Attorneys (30) 5:6,16;6:6;25:15; 28:2;29:10;43:8; 131:14;144:24; 148:23;181:14; 185:12,23;186:3,4; 189:15;192:18; 194:8,13;195:8,12, 21;197:17;199:21; 202:15;203:8; 210:11;213:17; 214:25;215:7 attorney's (10) 24:13,24;25:24; 26:6;39:7;43:11;	143:4;188:11; 200:15;201:25 attribute (1) 77:9 attributed (1) 106:22 August (1) 142:12 Austin (1) 123:5 authenticate (1) 41:9 authorization (1) 110:19 authorized (1) 84:2 availability (2) 108:23,24 available (2) 71:22;73:15 Avenue (2) 5:11,19 award (1) 181:18 aware (15) 22:23;86:7; 121:14;135:23; 138:7;179:24; 180:19;182:11; 190:8;193:23; 194:16;205:7; 206:10;207:23; 208:5 away (2) 122:18;220:6	bankruptcy (1) 176:5 bar (1) 34:12 Barkley (1) 9:4 based (7) 44:21;162:19; 187:5;194:12; 200:15;201:7,8 basement (1) 135:25 basically (1) 174:20 basis (14) 66:6,7;73:19; 171:9,12;185:11,13, 21;192:20;195:11; 196:22;199:19; 200:11;211:13 Bates (5) 94:10;114:4; 120:22;121:4;134:9 bear (1) 55:17 become (5) 33:25;34:11,16; 179:23;183:21 BEDFORD (2) 6:14;9:3 Bedrock (13) 149:4,5,13,14,18; 182:17,23;191:5,6, 11,13,15;199:25 begin (1) 194:24 behalf (10) 9:13,20,22;10:8, 10,18;14:4,14;59:3; 68:19 belief (6) 142:20;143:10; 159:6;185:11,14,21 believes (2) 11:18,21 below (3) 75:20;90:14;184:2 benefit (1) 128:19 besides (18) 19:23;27:18; 41:13;52:16,18; 54:5;58:7;69:15; 85:23;102:12; 107:13;133:16; 135:21;162:13; 185:19;190:14; 195:11,21 best (11) 42:23;67:17; 84:11,16;103:13; 117:21;132:24; 142:19;143:9;146:7;	159:5 better (1) 84:23 bigger (2) 218:17,20 bill (4) 92:16,20,23;139:3 Billing (6) 137:10;138:12,13; 139:2,5,8 birth (1) 32:15 bit (2) 46:10;219:13 black (1) 68:11 Bob (2) 9:21;216:23 Books (2) 138:18;139:2 born (1) 32:16 both (8) 42:25;67:15; 123:19;138:20; 142:17;157:6;170:7; 218:16 bottom (4) 92:15;110:16; 144:5;160:15 BOTTS (1) 5:15 bought (10) 56:10;57:3,12,19; 68:23;73:24;78:24; 84:14;86:2;217:19 box (7) 93:4,6;118:19,21, 23;120:11;135:16 boxes (1) 119:19 brand (5) 22:17;67:13; 77:12;82:8;108:21 branding (1) 108:22 brands (2) 69:23;77:15 breach (1) 174:11 break (8) 12:11,14;55:8; 58:13;59:9;149:24; 150:9;220:7 bring (1) 31:4 bringing (1) 181:18 brochures (1) 85:10 broker (7) 19:24;20:3,12; 33:22,25;34:11,16	brokerage (1) 34:5 Brown (3) 18:12,12,17 B-R-O-W-N (1) 18:13 building (3) 88:5,11,15 bulkier (2) 218:17,20 bullet (1) 110:17 bundle (3) 69:4;161:3,14 business (12) 16:20;32:5;60:19; 81:8;91:25;97:10; 101:21;166:3,11; 167:5;191:13; 203:21 buy (7) 48:5;71:18;79:2, 23;102:20;206:17; 208:18 buyer (2) 37:6,11 buying (6) 96:23;100:15; 155:18,19;163:8; 208:22 BYRD (3) 6:10;10:9,9
C				
California (2) 9:6;188:2 call (4) 46:16;74:3; 161:17;172:20 calling (1) 176:18 calls (66) 11:19,22;27:9; 42:20;43:4;46:15; 47:8;73:22;80:2,17; 85:2;93:2;95:15; 99:10,10;100:18; 101:2;103:9;105:11; 110:8;111:9;126:14; 136:21;160:24; 161:6;162:3;163:25; 164:13,13;165:5,6; 166:6,13,21;167:7; 170:20;171:3,20; 172:13,22;173:12, 14;174:7,9;175:5,14, 19;176:2;177:4; 178:8,20,21;179:9, 11;199:15;201:5,17; 202:5,24;203:25; 204:8,14;205:8,13; 209:11;214:10				

came (12) 67:7;68:8;81:14; 86:14;94:18;95:2; 99:16;118:19; 119:23;135:13,15; 196:20	133:11,24;136:15; 165:16;170:14; 176:13;181:8,13; 196:24;197:13; 216:25;218:25	91:19,25;92:4,24; 93:6,9;94:3;101:22; 114:16,19;116:21, 25;121:8,20;122:8,9, 10,25;123:14;127:5; 128:5;129:2,10,13; 130:4;133:13,22; 136:22;137:15,19; 138:8;139:12,17; 149:5,14,17;163:16; 168:19;173:20; 182:19;191:12; 200:2;208:19; 209:14;219:23	13,16,17,24;182:22; 183:22;196:4; 212:10,13,18;213:5, 10,16;214:4,18,19; 215:4,8;216:25	190:13;199:3; 209:17
can (123) 10:25;11:8,19; 12:15,18,23;13:9,19; 15:21;17:16;18:10; 20:22;22:12;25:8,11, 14;26:25;27:16; 28:16,18,21;29:8,14; 31:14,21;32:14; 34:11;36:12;37:18, 21;38:22,25;39:4; 41:2,7;42:22;43:7, 17,24,24;46:10,19; 47:3,12;52:6;54:18; 55:4,8,22;58:19; 59:14;61:18;64:11; 65:8;68:6;77:9; 95:11;110:15; 117:18,20;118:12; 119:10;127:11; 129:4;130:7,13; 131:11,17;132:20, 22;133:8,9;136:25; 137:7;138:22;142:5; 143:25;145:12; 147:22;150:25; 152:12;153:19; 154:24;155:9,20; 158:6;159:24; 162:24;163:3,18; 167:13,13,24;172:2; 173:16;174:2; 175:10,12;177:4; 179:21;181:25; 182:14;183:6,8; 184:11;193:15,16; 194:19;197:14,18, 22;198:21;199:5,22; 203:11;205:21; 209:20;211:11; 212:3,21;215:15; 217:12;220:6	categories (1) 16:10 Cathode (15) 9:10;21:10,15,17; 34:21,21,25,25; 37:12,12;38:11,11; 54:10;78:8,14 causes (1) 190:9 caution (2) 41:3;131:18 ccs (1) 52:2 cell (2) 137:18,21 central (1) 70:9 Century (1) 9:5 certain (5) 36:14,18;99:14; 174:15,16 certainly (4) 20:25;37:21;60:4; 204:15 certifications (1) 33:20 chain (1) 172:11 change (1) 175:7 changes (1) 24:3 charged (1) 104:2 Charise (2) 9:17;10:16 CHARLES (2) 5:21;10:7 chart (1) 184:3 check (2) 35:14;62:4 checked (4) 61:11,12,13;63:18 Choice (92) 13:21,23,24;14:5, 18,19;16:7;17:12,20, 23,24;18:8;19:11,16, 23;20:4;21:13; 30:15;31:8;32:2,8, 11;35:20;36:5,24; 37:5,9;39:12,18,21, 25;40:11,16;41:14; 44:5;46:3,8;48:13; 54:20,24;59:10; 61:7;65:19;68:19, 20;81:17;87:23;	choices (2) 72:9,11 Choice's (5) 15:4;16:19;31:22; 152:21;173:2 choose (5) 72:6;73:4,7;74:12; 108:11 chose (5) 72:5,14;73:9,11; 79:8 Chunghwa (2) 197:20;199:2 circumstance (1) 45:21 circumstances (4) 45:13,18;140:14; 179:18 citizen (2) 162:21;204:9 civic (1) 177:11 Civil (1) 14:6 civily (1) 170:9 claim (3) 37:24;61:2;179:24 claiming (5) 60:23;63:8;82:10; 90:3;209:22 claims (10) 37:25;38:8;40:21; 187:8,13,16;190:12; 192:7;195:9;210:22 clarification (3) 12:20;14:12; 144:10 clarifies (1) 155:5 clarify (3) 35:17;68:17;144:4 class (41) 9:23;26:9,12,20, 23;27:13;40:19; 53:11;54:25;58:6; 59:11;128:7,10,10, 20;129:13,14;170:8; 176:15,24;180:8,8,	classes (2) 210:22,25 CLE (1) 34:19 clear (3) 57:23,23;100:21 clearly (1) 99:20 click (3) 98:11,12,14 client (1) 47:11 Co (3) 5:8,10;6:6 code (3) 98:2,9;204:17 college (1) 32:21 collusion (1) 212:2 Columbia (17) 32:9,12;33:23; 60:21;180:16,18; 182:17,22;184:2; 200:18,25;201:14, 20;202:19;203:5; 204:11,16 comfort (1) 70:2 comfortable (1) 201:20 commenced (1) 213:25 commensurate (1) 164:17 commerce (2) 200:17;202:19 commercial (2) 174:17;175:9 common (4) 133:11;171:13; 177:18;194:8 communicate (2) 52:21;53:4 communicated (1) 30:25 communication (1) 18:16 communications (10) 11:23;41:4;46:17; 47:10;50:14;131:18; 132:21;133:7;183:5, 7 commute (4) 13:16;66:2,4,14 companies (8) 22:12;35:7;84:4; 162:17;170:9;	company (15) 14:10,18;16:21; 19:17;22:9;34:21, 24;60:14,15;149:4,6, 14,18;182:18;183:21 competed (1) 166:3 competition (4) 201:9,13,21;202:6 competitive (2) 124:7;202:2 complaint (44) 28:20;39:14; 43:13,19;44:2,54:4; 141:12;160:8; 163:11;181:23; 182:5;183:12; 184:14,20,21,24; 185:5,16,19,20; 186:2,6,15;187:4,13, 17;188:4,7,22;189:6, 22;190:14;192:2,7, 11;194:12,20,23; 195:20;196:3;197:5, 8;199:6;200:3 complaints (1) 124:3 complete (1) 13:7 completely (4) 12:18;127:15; 132:12;165:14 component (1) 70:9 components (1) 164:23 Compound (4) 42:19;43:4;46:15; 165:4 computer (103) 22:13,15,17,20; 40:2,9,10,14,17; 41:13;55:5;56:2,10; 57:3;59:11,15,20; 60:24;61:13,16,19, 23;64:12,25;67:8,15; 68:9,16;69:8,16; 70:4,11,22;71:2,9, 14,19;72:22;73:25; 75:15;76:16;77:24; 80:21,23;81:2,3,22; 82:14,18,18,21;84:8, 14;86:3,6,11,21,23; 90:25;96:19;102:13, 16,17;103:12,15,21, 25;104:12;105:20; 107:6,9,13;111:4,6; 114:14,16;115:3,8, 12,19;116:6,20; 118:20;121:9,21; 136:22;161:4,24;

(4) computers - damages

209:22 damaging (1) 162:10 Dana (1) 9:19 date (21) 9:6;15:25;32:14; 41:10;64:22;89:15; 91:12;118:14; 119:12;130:12; 139:25;140:20; 152:11;153:22; 155:25;181:24; 215:24;216:3,6,9,12 dated (2) 140:19;142:12 daughter (2) 57:3;116:17 David (1) 184:4 day (6) 48:17;97:11; 113:21;140:25; 141:6;217:4 days (5) 53:6,7;109:2; 141:24;156:20 day-to-day (1) 19:25 DC (30) 5:20;6:9,13;9:9; 13:15,17;16:22;19:9, 14;31:24;60:10; 62:14,21,22;65:18; 66:2,17,22;113:20; 115:4,20;116:11,15; 117:5,9,23,24;118:6, 10;199:25 deal (1) 83:20 dealer (1) 84:2 dealing (2) 44:18;184:25 dealings (1) 21:19 December (1) 185:6 decide (2) 48:2,15 decided (1) 47:24 decision (5) 175:10;179:3; 188:3,6,10 decisions (2) 179:22;188:11 decrease (1) 179:7 decreased (1) 207:16 decreasing (1) 208:6	defendant (15) 35:7,10;36:6,9; 67:21;68:3;126:10; 136:14;140:22; 142:11;154:12; 156:14;158:8;189:5; 194:4 Defendants (36) 5:6,16;9:20;10:8, 18,19;59:4;153:25; 154:8;170:7,14; 180:9;188:4,7,21; 189:16,21;190:6,8; 196:5,24;197:12; 199:7;200:16,24; 201:19,20;210:20; 211:4,21;213:12,15, 24;214:6;216:15,21 defendant's (1) 141:18 defendants' (4) 132:14;151:3; 160:19;176:7 define (3) 111:17;145:3; 177:17 definition (1) 178:4 degree (1) 34:4 degrees (3) 33:3,16,18 Dell (89) 21:16,22,23,25; 22:4,7,9,19,20;40:2; 56:3;59:17;61:20; 62:23;63:22,23;64:4, 19;65:17;66:20; 67:2,14,16,21,24; 68:9;69:16;70:2; 72:8;73:14,19;79:4, 5,9,15;80:22,23; 81:2,3,6,23;82:9; 83:21,23;84:5,10,17; 86:2,9,14,21;87:11; 90:6,9;98:6,17; 101:11,18;102:12, 13;108:20;111:12; 113:14;116:2; 117:22;121:20; 122:14;125:18,21; 126:6;133:19;137:8; 138:3;163:8;168:5; 172:10;174:3;175:7, 10,22;179:25; 190:17;196:18,19, 20;198:25;204:22; 209:2,6 Dellcom (12) 62:24;63:6;65:22; 69:20;82:18;85:17, 21;86:5;89:24;91:6; 98:15;103:10	Dell's (1) 104:16 departments (1) 19:19 depo (1) 96:15 deposed (4) 31:8,11,15,19 deposition (38) 9:8,12;10:23; 11:13;14:4,17;15:5, 24;16:7,10,14;23:8, 19;26:17;28:14; 29:11,17;30:2,8,12, 15,18,21;31:17; 37:16;38:10;66:10; 145:11;146:12; 154:7;155:3,5; 163:14;167:20; 173:11;181:2,7; 184:16 derives (1) 42:12 describe (4) 20:11;37:24; 138:22;160:5 described (4) 40:15;58:8; 162:15;209:8 describing (1) 211:25 designated (1) 15:4 desktop (7) 59:20;61:23; 63:22,23;64:4; 81:23;82:2 despite (1) 153:23 detail (2) 114:8;160:5 details (3) 94:11;107:17; 114:5 determine (6) 103:24;111:19; 133:2;161:19;164:4; 201:18 determined (1) 176:14 device (1) 54:12 dictionary (1) 111:18 difference (4) 165:19;170:25; 171:16;172:10 different (12) 11:2;14:24;26:19; 36:21;83:7,19; 117:20;165:14; 174:14;176:22,22; 212:20	diligence (2) 213:23;214:5 Dimension (4) 90:13;97:17; 117:22;217:5 Dimensional (1) 94:15 DIR (11) 24:5,14;27:21; 46:13;47:6;132:16; 133:4;139:17,20; 183:2;186:7 direct (2) 21:19;50:9 directly (11) 18:3;51:3,25; 62:23;69:20;84:9; 116:18;122:24; 183:19;197:25; 206:5 discard (2) 144:2,5 disclose (2) 25:12;133:6 disclosure (1) 46:16 discount (33) 76:4,14;77:2,6,9; 85:23;97:3,14,17,17; 98:14;99:2,13,15; 100:3,4,13,14,15,22; 101:4,7,8,20,23; 102:21;103:5,7,19, 20;104:5,9,10 discounted (4) 76:7,10;96:19; 161:24 discounts (7) 75:23,25;85:12,14, 20;97:7,10 discover (6) 213:23;214:4,4,7, 13;215:4 discovery (2) 120:17;121:16 discuss (3) 28:9;96:16;159:17 discussed (4) 47:4;154:6;155:4; 159:22 Discussion (7) 45:7,25;58:16; 65:12;147:24;150:5; 215:19 discussions (6) 45:11,14,19; 187:5;194:8;200:15 Display (1) 5:8 distinguish (1) 164:6 distributing (1) 200:24	distribution (1) 172:11 distributor (2) 37:7,11 District (18) 32:9,12;33:22; 60:21;180:15,18; 182:17,22;184:2; 188:2;200:17,25; 201:14,19;202:19; 203:5;204:11,16 divisions (1) 19:20 divorce (1) 164:19 doctorate (1) 33:17 doctrine (1) 136:8 document (67) 16:4;64:23;65:3; 92:10;93:11;95:6, 24;97:15;100:7,21; 104:8,21,23;105:2; 111:8;118:15;119:4, 13;123:4;130:15,21; 132:2,4,12,14;138:9, 22;140:15,24;141:5, 5;142:24;143:5,6,7, 12,14,21,24,24; 144:2,12;145:2; 146:24;147:14; 148:3,12,19;149:2; 150:25;151:7,11; 152:18,20;157:16, 18,21;158:6,11,17, 20;182:2,6,15; 184:12,15;185:22 documentation (4) 61:2;63:12,14; 64:20 documents (54) 23:3,7,10;27:19; 28:2,3,7,12;29:9; 31:7;53:10,13; 120:18,20,25;121:7, 12,16,19;129:24,24; 130:4,10,19,23; 131:6,24;132:7,25; 133:3,16;134:2; 135:22;136:6,10,13, 17;139:7,13,18; 141:9;142:3;143:18, 19;144:16;145:24; 146:3,8,19;150:18, 19;157:2;180:25; 192:17 dollars (1) 176:9 done (4) 45:2;86:17; 141:23;155:8 down (4)
--	--	---	--	---

85:7;104:13; 106:7;219:12 draft (2) 145:4,5 drafting (1) 183:17 drams (1) 165:20 drawer (2) 122:5;133:22 drives (1) 106:19 duly (2) 10:12;113:6 Duquesne (1) 33:13 during (23) 10:23;40:18; 54:20,25;56:20;57:6; 19:58;6:59;11:60;5; 115:18;155:17; 168:15;196:3; 211:24;212:10,18; 213:5,9,15;214:18; 215:4;220:7 duty (3) 177:10,10,11	54:12,19,23; 58:10;88:25;130:24; 166:2,23 Electronics (6) 5:17,17;6:6,7; 17:7;88:6 elements (1) 76:6 eliminated (2) 75:9;201:13 else (29) 19:5;28:21,24; 29:6;30:11;43:24; 52:16,18;53:24; 54:5;57:15,16;67:5; 69:11;83:24;85:18; 91:6;92:7;127:20; 131:3;150:21;157:8; 162:8;163:8;172:11; 190:10;193:25; 216:16;218:2 elsewhere (1) 171:12 e-mail (25) 51:24;89:14,23; 90:2,8,24;91:9,12, 15,17,20;92:3,8; 93:23;95:18;96:18; 101:18;109:3;115:6; 131:4;134:4;140:18; 144:21;148:20,22 e-mailed (2) 140:11;156:23 e-mails (4) 51:4;92:2;98:18; 139:18 employed (6) 13:14,20;18:2,3; 52:4,9 employees (3) 18:7;30:15;77:23 employment (1) 209:19 end (4) 110:13;155:19; 163:7;178:19 enforcing (1) 162:20 enough (2) 71:17;206:15 enter (1) 98:10 entire (3) 18:18;50:8;209:21 entirety (1) 184:22 entities (7) 21:10,14;197:18, 22;198:2,22;203:5 entitled (3) 175:7;177:13; 178:5 entity (1)	13:19 environment (1) 88:8 ESQ (3) 5:13,21;6:10 essentially (3) 75:2;93:23;157:7 establishing (2) 188:25;189:4 estimate (2) 95:11;181:9 even (4) 95:25;101:5; 134:13;135:18 everyone (1) 176:15 evidence (3) 188:25;189:4,10 exactly (7) 48:15;64:21; 108:9;111:19; 118:25;158:16; 159:21 exam (4) 34:6,12,16,18 EXAMINATION (3) 10:14;113:8; 216:18 examined (2) 10:13;113:7 Excel (2) 18:24;137:13 except (3) 19:5;66:18;104:25 exception (1) 11:17 exclusive (1) 22:6 excuse (1) 16:12 executive (3) 20:2,9;68:18 exemplary (1) 20:15 exercise (2) 213:23;214:5 exhibit (77) 15:22,24;16:3; 89:13,14,18;90:22; 91:13;113:24; 118:13;119:11,20; 121:2;123:4;130:8, 14;131:7;134:3,9; 135:2,5;139:24; 140:2;141:5;143:13, 25;145:10,10; 146:25;147:15; 150:10,24;151:12, 18,21;152:9,10,12, 13,13,15,21,25; 153:13,15,20;154:9; 155:23,24;156:8; 157:4,5,9,10,17;	158:5,18,21,24; 159:24;181:21; 184:9;188:19; 215:22,25;216:4,7, 10;217:6,9;219:4,7, 7,8,9,14,19 Exhibits (19) 120:21;142:13,18; 152:4,9;153:20; 154:2,17,23;159:9; 215:22,25;216:4,7, 10;220:7,9,13,14 existence (1) 214:8 expect (3) 176:12;178:17,25 expensive (3) 73:4,7,10 experience (2) 108:22;193:2 expert (25) 95:15;99:11; 105:11;110:8,9; 160:24;161:6,17; 162:3;163:4;164:2, 14;165:5;170:20; 171:4,6,21;172:23; 173:15;174:9;175:6; 176:19;178:9,22; 179:11 expertise (6) 43:11;143:4; 172:16,24;201:25; 214:11 experts (1) 31:2 expired (1) 101:12 expires (1) 97:18 explain (2) 25:14;79:8 Express (3) 63:16,18;135:24 extended (1) 88:9 extent (18) 26:3,8;35:22,25; 46:11,17,18;47:9; 132:18;133:8; 145:16;154:12,15; 155:3,5;160:6;183:4, 6 external (2) 106:18;212:2 extra (3) 79:20;102:20; 176:25 extraordinary (1) 114:21 Eye (1) 6:8	F f/k/a (1) 5:9 face (1) 90:8 fact (13) 76:12;78:16;93:7; 150:20;161:3,13,22; 163:5,17;164:5; 190:6;201:21; 210:12 facts (2) 193:20;195:19 factual (5) 171:9,12;185:21; 192:20,24 fair (7) 79:22;88:24; 94:25,25;104:4; 194:10;206:11 Faith (2) 185:12;195:8 fall (2) 66:5,16 false (3) 211:23;213:13,14 falsely (1) 211:25 familiar (4) 26:21;204:18; 207:20;218:9 fast (2) 34:10;71:2 features (6) 69:8,13,16;71:8, 14;72:13 February (1) 32:16 Federal (1) 14:6 fee (3) 25:13;74:21; 214:25 feel (7) 16:17;124:7; 162:12;170:11; 190:12;195:9; 201:20 fees (4) 24:13,24;26:6; 27:12 fell (3) 178:16,24;179:19 felt (1) 48:12 few (5) 55:19;141:23; 156:20;197:20; 216:21 fewer (1) 208:10
E				
E773 (1) 90:18 earlier (22) 12:19;45:10; 65:23;70:25;76:25; 81:4;104:3;115:24; 116:17,20;129:16; 134:5,23;151:12; 152:25;159:9;168:5; 180:4;189:17; 208:12;216:21; 217:4 earn (2) 33:3,16 earned (1) 33:17 East (1) 9:5 Ebay (3) 22:13,15;205:21 economic (1) 162:19 economical (1) 79:10 economy (1) 209:21 education (1) 33:10 Either (1) 148:20 Electric (1) 5:10 electronic (8)				

Fifth (1) 5:11	13,16	23;202:4,9,13;203:9, 16,25;204:7,13,19, 25;205:6,25;206:8, 13,19,24;207:8,13, 18;208:7,16,20; 209:10,15;210:4,8; 211:2,15;212:5,11; 213:6,19;214:9,15, 20;215:5,10	front (8) 95:6;151:18; 153:3;181:2;217:14; 219:16,18,20	GOTSHAL (2) 5:5;59:3
figure (1) 186:19	fixing (6) 162:23;170:2,5; 172:8;187:23; 211:12	formal (4) 45:24;154:8; 155:7;159:18	fulfilling (1) 181:3	government (2) 48:4,10
file (6) 61:10,11,12,13; 122:5;157:11	flat (2) 218:11,14	forth (1) 21:8	full (3) 13:2;142:7;182:9	grab (1) 217:12
filed (2) 53:16;185:6	Florida (14) 13:13,16;62:15; 63:4;65:24;66:20; 115:12,20;116:4,10, 14,18;117:9,13	forward (1) 13:22	full-time (1) 66:18	graduate (2) 32:17;33:9
filing (1) 176:5	follow (1) 24:9	FOSTER (3) 9:19,19;10:6	fully (1) 153:9	graduated (1) 34:12
fill (2) 20:15;102:3	follows (2) 10:13;113:7	found (2) 101:14,17	function (3) 77:23;78:22; 123:21	Gralewski (329) 9:21,21;10:2,5; 14:12;15:17;23:21; 24:6,15;25:3;26:24; 27:6,9,14,22;28:6, 17,25;29:12;30:7; 31:13,16;35:3,16,22; 36:10,15,17,20;37:2, 14;38:22;39:16; 41:2,7,24;42:18; 43:3,10,16;44:3,14, 22;45:15,20;46:14, 24;47:7,49;19,23; 50:11,16,18,20;51:2, 6;52:6,12;53:5,8; 54:17;55:3,7,14,21; 56:4,8,13,17,21; 57:7,10,16,20;58:19, 23;59:5;65:8;66:8, 15;68:5;69:5;70:5, 13,17;71:4,10;72:15; 73:21;74:2;75:4,7, 17;76:17;78:4; 79:25;80:8,16;81:19, 24;82:4,12;83:8; 84:25;92:25;93:20; 94:21;95:14;96:14; 97:4;98:24;99:4,9; 100:6,17,24;102:23; 103:3,8,16,22;104:6, 20;105:10;108:13; 110:7;111:7,13; 113:18;114:3,11; 115:13;117:10,15; 118:7;125:23;126:3, 13,23;127:2,6,10; 128:4,25;129:20; 131:8,16;132:9,17; 133:5;134:15; 136:20,24;137:5,11, 16,22;138:5,19,24; 139:10,21;140:6,16; 143:2;144:3,7,9; 145:7,15;146:4,11, 15,21;147:16,19,21; 149:8,20,23;150:2; 153:23;155:2; 158:23;159:2,12,16, 21;160:23;161:5,11, 16,25;163:12,23; 164:11;165:3;166:5, 12,17,19;167:6,13, 16;168:18,22;169:5,
filled (1) 101:24	form (185) 27:6,14;28:17; 29:12;31:13;35:3; 36:10;41:24;42:18; 43:3,16;44:23; 45:15;46:14,24; 47:7;49:19;50:16; 52:12;55:3;56:4,13, 21;68:5;69:5;70:5, 13;71:4,10;72:15; 73:21;74:2;75:4,17; 76:17;78:4;79:25; 80:16;81:19,24; 84:25;92:25;95:15; 97:4;98:24;99:4,9; 100:6,17,24;101:24; 102:3,23;103:8,16, 22;104:6,20;105:10; 108:13;110:7;111:7, 13;113:18;114:11; 115:13;117:10,15; 118:7;125:23;126:3, 13;127:2;131:8; 132:9;134:15; 136:20;137:5,11,16, 22;138:5,24;139:10; 140:6,16;143:2; 146:4,11,21;160:23; 161:5,25;163:12,23; 164:11;165:3;166:5, 12,17,20;167:6,22; 168:22;170:19; 171:18;172:12; 173:22;174:6; 175:13,18,25; 176:17;177:2,15,22; 178:7,19;179:8; 187:21;188:8; 189:11,24;190:20; 191:7,18,22;192:4, 21;193:3,10,21; 194:14,25;195:6,14, 22;196:7,14;198:4, 11,23;199:14; 200:13,19;201:4,15,	found (2) 101:14,17	functioned (1) 123:23	
final (1) 151:14	foreign (2) 162:16;209:16	foundation (49) 27:7;56:14;69:6; 70:15;74:3;75:5; 80:2,17;85:2;98:25; 99:5,10;100:8,18; 101:2;103:17,23; 104:7,22;111:9,14; 132:10;161:6,17; 162:2;163:25; 164:13;165:5; 166:13,20;167:7,22; 171:19;172:14,22; 173:14;174:8;175:5, 15,19;176:3;178:21; 179:10;189:25; 196:8,15;197:3; 205:8,20	funds (4) 35:9;36:6,9;37:10	
find (7) 61:14;85:14,20; 110:6;143:8;146:17; 205:21	form (185) 27:6,14;28:17; 29:12;31:13;35:3; 36:10;41:24;42:18; 43:3,16;44:23; 45:15;46:14,24; 47:7;49:19;50:16; 52:12;55:3;56:4,13, 21;68:5;69:5;70:5, 13;71:4,10;72:15; 73:21;74:2;75:4,17; 76:17;78:4;79:25; 80:16;81:19,24; 84:25;92:25;95:15; 97:4;98:24;99:4,9; 100:6,17,24;101:24; 102:3,23;103:8,16, 22;104:6,20;105:10; 108:13;110:7;111:7, 13;113:18;114:11; 115:13;117:10,15; 118:7;125:23;126:3, 13;127:2;131:8; 132:9;134:15; 136:20;137:5,11,16, 22;138:5,24;139:10; 140:6,16;143:2; 146:4,11,21;160:23; 161:5,25;163:12,23; 164:11;165:3;166:5, 12,17,20;167:6,22; 168:22;170:19; 171:18;172:12; 173:22;174:6; 175:13,18,25; 176:17;177:2,15,22; 178:7,19;179:8; 187:21;188:8; 189:11,24;190:20; 191:7,18,22;192:4, 21;193:3,10,21; 194:14,25;195:6,14, 22;196:7,14;198:4, 11,23;199:14; 200:13,19;201:4,15,	found (2) 101:14,17	future (1) 208:23	
finding (1) 131:23	form (185) 27:6,14;28:17; 29:12;31:13;35:3; 36:10;41:24;42:18; 43:3,16;44:23; 45:15;46:14,24; 47:7;49:19;50:16; 52:12;55:3;56:4,13, 21;68:5;69:5;70:5, 13;71:4,10;72:15; 73:21;74:2;75:4,17; 76:17;78:4;79:25; 80:16;81:19,24; 84:25;92:25;95:15; 97:4;98:24;99:4,9; 100:6,17,24;101:24; 102:3,23;103:8,16, 22;104:6,20;105:10; 108:13;110:7;111:7, 13;113:18;114:11; 115:13;117:10,15; 118:7;125:23;126:3, 13;127:2;131:8; 132:9;134:15; 136:20;137:5,11,16, 22;138:5,24;139:10; 140:6,16;143:2; 146:4,11,21;160:23; 161:5,25;163:12,23; 164:11;165:3;166:5, 12,17,20;167:6,22; 168:22;170:19; 171:18;172:12; 173:22;174:6; 175:13,18,25; 176:17;177:2,15,22; 178:7,19;179:8; 187:21;188:8; 189:11,24;190:20; 191:7,18,22;192:4, 21;193:3,10,21; 194:14,25;195:6,14, 22;196:7,14;198:4, 11,23;199:14; 200:13,19;201:4,15,	found (2) 101:14,17	G	
fine (4) 10:4;127:22; 149:25;199:4	form (185) 27:6,14;28:17; 29:12;31:13;35:3; 36:10;41:24;42:18; 43:3,16;44:23; 45:15;46:14,24; 47:7;49:19;50:16; 52:12;55:3;56:4,13, 21;68:5;69:5;70:5, 13;71:4,10;72:15; 73:21;74:2;75:4,17; 76:17;78:4;79:25; 80:16;81:19,24; 84:25;92:25;95:15; 97:4;98:24;99:4,9; 100:6,17,24;101:24; 102:3,23;103:8,16, 22;104:6,20;105:10; 108:13;110:7;111:7, 13;113:18;114:11; 115:13;117:10,15; 118:7;125:23;126:3, 13;127:2;131:8; 132:9;134:15; 136:20;137:5,11,16, 22;138:5,24;139:10; 140:6,16;143:2; 146:4,11,21;160:23; 161:5,25;163:12,23; 164:11;165:3;166:5, 12,17,20;167:6,22; 168:22;170:19; 171:18;172:12; 173:22;174:6; 175:13,18,25; 176:17;177:2,15,22; 178:7,19;179:8; 187:21;188:8; 189:11,24;190:20; 191:7,18,22;192:4, 21;193:3,10,21; 194:14,25;195:6,14, 22;196:7,14;198:4, 11,23;199:14; 200:13,19;201:4,15,	found (2) 101:14,17	gain (1) 177:24	
finish (4) 12:6,13;131:20; 200:9	form (185) 27:6,14;28:17; 29:12;31:13;35:3; 36:10;41:24;42:18; 43:3,16;44:23; 45:15;46:14,24; 47:7;49:19;50:16; 52:12;55:3;56:4,13, 21;68:5;69:5;70:5, 13;71:4,10;72:15; 73:21;74:2;75:4,17; 76:17;78:4;79:25; 80:16;81:19,24; 84:25;92:25;95:15; 97:4;98:24;99:4,9; 100:6,17,24;101:24; 102:3,23;103:8,16, 22;104:6,20;105:10; 108:13;110:7;111:7, 13;113:18;114:11; 115:13;117:10,15; 118:7;125:23;126:3, 13;127:2;131:8; 132:9;134:15; 136:20;137:5,11,16, 22;138:5,24;139:10; 140:6,16;143:2; 146:4,11,21;160:23; 161:5,25;163:12,23; 164:11;165:3;166:5, 12,17,20;167:6,22; 168:22;170:19; 171:18;172:12; 173:22;174:6; 175:13,18,25; 176:17;177:2,15,22; 178:7,19;179:8; 187:21;188:8; 189:11,24;190:20; 191:7,18,22;192:4, 21;193:3,10,21; 194:14,25;195:6,14, 22;196:7,14;198:4, 11,23;199:14; 200:13,19;201:4,15,	found (2) 101:14,17	Gateway (1) 84:5	
finished (25) 18:21;19:6;38:12, 13,20;39:5,12,22; 40:12;41:15;42:16, 25;44:13,21,24; 47:19;56:20;57:5; 58:6;121:13;155:19; 189:19;200:10; 201:11;203:12	form (185) 27:6,14;28:17; 29:12;31:13;35:3; 36:10;41:24;42:18; 43:3,16;44:23; 45:15;46:14,24; 47:7;49:19;50:16; 52:12;55:3;56:4,13, 21;68:5;69:5;70:5, 13;71:4,10;72:15; 73:21;74:2;75:4,17; 76:17;78:4;79:25; 80:16;81:19,24; 84:25;92:25;95:15; 97:4;98:24;99:4,9; 100:6,17,24;101:24; 102:3,23;103:8,16, 22;104:6,20;105:10; 108:13;110:7;111:7, 13;113:18;114:11; 115:13;117:10,15; 118:7;125:23;126:3, 13;127:2;131:8; 132:9;134:15; 136:20;137:5,11,16, 22;138:5,24;139:10; 140:6,16;143:2; 146:4,11,21;160:23; 161:5,25;163:12,23; 164:11;165:3;166:5, 12,17,20;167:6,22; 168:22;170:19; 171:18;172:12; 173:22;174:6; 175:13,18,25; 176:17;177:2,15,22; 178:7,19;179:8; 187:21;188:8; 189:11,24;190:20; 191:7,18,22;192:4, 21;193:3,10,21; 194:14,25;195:6,14, 22;196:7,14;198:4, 11,23;199:14; 200:13,19;201:4,15,	found (2) 101:14,17	gave (5) 72:8;73:25;96:22; 101:24;213:13	
firm (11) 15:14,18;46:7,8; 49:15;50:7;51:12; 52:15,17,19;216:24	form (185) 27:6,14;28:17; 29:12;31:13;35:3; 36:10;41:24;42:18; 43:3,16;44:23; 45:15;46:14,24; 47:7;49:19;50:16; 52:12;55:3;56:4,13, 21;68:5;69:5;70:5, 13;71:4,10;72:15; 73:21;74:2;75:4,17; 76:17;78:4;79:25; 80:16;81:19,24; 84:25;92:25;95:15; 97:4;98:24;99:4,9; 100:6,17,24;101:24; 102:3,23;103:8,16, 22;104:6,20;105:10; 108:13;110:7;111:7, 13;113:18;114:11; 115:13;117:10,15; 118:7;125:23;126:3, 13;127:2;131:8; 132:9;134:15; 136:20;137:5,11,16, 22;138:5,24;139:10; 140:6,16;143:2; 146:4,11,21;160:23; 161:5,25;163:12,23; 164:11;165:3;166:5, 12,17,20;167:6,22; 168:22;170:19; 171:18;172:12; 173:22;174:6; 175:13,18,25; 176:17;177:2,15,22; 178:7,19;179:8; 187:21;188:8; 189:11,24;190:20; 191:7,18,22;192:4, 21;193:3,10,21; 194:14,25;195:6,14, 22;196:7,14;198:4, 11,23;199:14; 200:13,19;201:4,15,	found (2) 101:14,17	general (5) 25:9;136:18; 140:18;186:24; 187:3	
firms (3) 15:12;52:5,10	form (185) 27:6,14;28:17; 29:12;31:13;35:3; 36:10;41:24;42:18; 43:3,16;44:23; 45:15;46:14,24; 47:7;49:19;50:16; 52:12;55:3;56:4,13, 21;68:5;69:5;70:5, 13;71:4,10;72:15; 73:21;74:2;75:4,17; 76:17;78:4;79:25; 80:16;81:19,24; 84:25;92:25;95:15; 97:4;98:24;99:4,9; 100:6,17,24;101:24; 102:3,23;103:8,16, 22;104:6,20;105:10; 108:13;110:7;111:7, 13;113:18;114:11; 115:13;117:10,15; 118:7;125:23;126:3, 13;127:2;131:8; 132:9;134:15; 136:20;137:5,11,16, 22;138:5,24;139:10; 140:6,16;143:2; 146:4,11,21;160:23; 161:5,25;163:12,23; 164:11;165:3;166:5, 12,17,20;167:6,22; 168:22;170:19; 171:18;172:12; 173:22;174:6; 175:13,18,25; 176:17;177:2,15,22; 178:7,19;179:8; 187:21;188:8; 189:11,24;190:20; 191:7,18,22;192:4, 21;193:3,10,21; 194:14,25;195:6,14, 22;196:7,14;198:4, 11,23;199:14; 200:13,19;201:4,15,	found (2) 101:14,17	generally (6) 11:13;66:11; 166:3;171:14; 207:16;218:9	
first (36) 10:12;17:18;49:8, 22;52:21;53:4,8; 59:15;63:21;92:15; 97:16;103:19;109:7; 130:9,20;140:22; 141:18;142:7,11; 144:17;147:2;148:7, 9;150:11;151:3; 153:8;156:15; 157:20;158:9; 179:23;219:8,21,22; 220:3,8,14	form (185) 27:6,14;28:17; 29:12;31:13;35:3; 36:10;41:24;42:18; 43:3,16;44:23; 45:15;46:14,24; 47:7;49:19;50:16; 52:12;55:3;56:4,13, 21;68:5;69:5;70:5, 13;71:4,10;72:15; 73:21;74:2;75:4,17; 76:17;78:4;79:25; 80:16;81:19,24; 84:25;92:25;95:15; 97:4;98:24;99:4,9; 100:6,17,24;101:24; 102:3,23;103:8,16, 22;104:6,20;105:10; 108:13;110:7;111:7, 13;113:18;114:11; 115:13;117:10,15; 118:7;125:23;126:3, 13;127:2;131:8; 132:9;134:15; 136:20;137:5,11,16, 22;138:5,24;139:10; 140:6,16;143:2; 146:4,11,21;160:23; 161:5,25;163:12,23; 164:11;165:3;166:5, 12,17,20;167:6,22; 168:22;170:19; 171:18;172:12; 173:22;174:6; 175:13,18,25; 176:17;177:2,15,22; 178:7,19;179:8; 187:21;188:8; 189:11,24;190:20; 191:7,18,22;192:4, 21;193:3,10,21; 194:14,25;195:6,14, 22;196:7,14;198:4, 11,23;199:14; 200:13,19;201:4,15,	found (2) 101:14,17	gentleman (1) 45:9	
five (5) 87:3;97:11; 117:17;127:25; 181:9	form (185) 27:6,14;28:17; 29:12;31:13;35:3; 36:10;41:24;42:18; 43:3,16;44:23; 45:15;46:14,24; 47:7;49:19;50:16; 52:12;55:3;56:4,13, 21;68:5;69:5;70:5, 13;71:4,10;72:15; 73:21;74:2;75:4,17; 76:17;78:4;79:25; 80:16;81:19,24; 84:25;92:25;95:15; 97:4;98:24;99:4,9; 100:6,17,24;101:24; 102:3,23;103:8,16, 22;104:6,20;105:10; 108:13;110:7;111:7, 13;113:18;114:11; 115:13;117:10,15; 118:7;125:23;126:3, 13;127:2;131:8; 132:9;134:15; 136:20;137:5,11,16, 22;138:5,24;139:10; 140:6,16;143:2; 146:4,11,21;160:23; 161:5,25;163:12,23; 164:11;165:3;166:5, 12,17,20;167:6,22; 168:22;170:19; 171:18;172:12; 173:22;174:6; 175:13,18,25; 176:17;177:2,15,22; 178:7,19;179:8; 187:21;188:8; 189:11,24;190:20; 191:7,18,22;192:4, 21;193:3,10,21; 194:14,25;195:6,14, 22;196:7,14;198:4, 11,23;199:14; 200:13,19;201:			

8;170:19,24;171:3,6, 18;172:4,12,20; 173:9,22;174:6,25; 175:13,18,25; 176:17;177:2,8,15, 22;178:2,7,18;179:2, 8,17,20;183:3;186:8, 20,25;187:9,20; 188:8;189:11,24; 190:20;191:7,18,22; 192:4,8,15,21;193:3, 10,21;194:2,6,14,18, 25;195:6,14,22,25; 196:7,14;197:2,14; 198:4,11,16,23; 199:14;200:6,13,19; 201:4,15,23;202:4,9, 13,21;203:9,16,23; 204:7,13,19,25; 205:5,8,13,18,25; 206:8,13,19,24; 207:8,13,18;208:7, 16,20;209:10,15,24; 210:3,8,16;211:2,6, 15;212:5,11,19; 213:6,19;214:9,15, 20;215:5,10,13; 216:19,23;220:22,25 granted (2) 183:11,15 ground (2) 139:22;186:10 grounds (4) 24:8,17;27:24; 136:7 group (2) 50:8;154:4 guarantee (1) 105:24 guess (1) 115:5 guide (1) 122:13 guilty (2) 170:7,10 gun (1) 170:16 Guttman (241) 9:1,13;10:1,21; 11:1;12:1;13:1,11; 14:1;15:1;16:1;17:1, 17;18:1;19:1;20:1; 21:1;22:1,24;23:1; 24:1;25:1;26:1;27:1; 28:1;29:1;30:1;31:1; 32:1;33:1;34:1;35:1; 36:1;37:1;38:1;39:1; 40:1;41:1;42:1;43:1; 44:1;45:1;46:1;47:1; 48:1;49:1;50:1;51:1; 52:1;53:1;54:1,18; 55:1;56:1,23;57:1; 58:1,5,59:1,9;60:1;	61:1;62:1;63:1;64:1; 65:1,16;66:1;67:1; 68:1;69:1;70:1;71:1; 72:1;73:1;74:1;75:1; 76:1;77:1;78:1;79:1; 80:1;81:1;82:1;83:1; 84:1;85:1;86:1;87:1; 88:1;89:1,17;90:1; 91:1;92:1,11,16,21; 93:1;94:1;95:1;96:1; 97:1;98:1;99:1; 100:1;101:1;102:1; 103:1;104:1;105:1; 106:1;107:1;108:1; 109:1;110:1;111:1; 21;112:1;113:1,10; 114:1;115:1;116:1; 117:1;118:1;119:1; 120:1;121:1;122:1; 123:1;124:1;125:1; 126:1;127:1;128:1; 129:1;130:1,13; 131:1;132:1;133:1; 134:1;135:1;136:1; 137:1;138:1;139:1; 140:1,2;141:1; 142:1;143:1;144:1, 11;145:1;146:1; 147:1;148:1;149:1; 150:1,14;151:1; 152:1;153:1;154:1; 155:1;156:1;157:1; 158:1;159:1,24; 160:1;161:1;162:1; 163:1;164:1;165:1; 166:1;167:1;168:1; 169:1;170:1;171:1; 172:1;173:1;174:1, 18;175:1;176:1; 177:1;178:1;179:1, 23;180:1;181:1,25; 182:1;183:1;184:1,9, 11;185:1;186:1; 187:1;188:1,19; 189:1;190:1;191:1; 192:1;193:1;194:1; 195:1;196:1;197:1; 198:1;199:1;200:1; 201:1;202:1;203:1; 204:1;205:1;206:1; 207:1;208:1;209:1; 210:1;211:1;212:1; 213:1;214:1;215:1; 216:1,13,22;217:1; 218:1;219:1;220:1 G-U-T-T-M-A-N (1) 17:17	146:24;150:23; 157:16;158:4 handed (2) 89:18;143:23 handle (1) 71:17 happened (7) 61:4,16;63:13; 87:5,10,14;96:4 happens (2) 12:17,21 happy (11) 20:14;55:14,15; 80:11;96:14;123:24; 127:18;154:14; 155:6;159:17; 162:21 hard (3) 57:22;106:19; 164:4 head (1) 11:10 heading (1) 219:23 headquarters (1) 19:8 hear (5) 170:6;212:9,17; 213:5,14 heard (1) 177:20 Hearing (1) 216:20 heavier (1) 218:17 held (12) 20:3,6,35;6,10; 36:6,9;37:6,10; 65:12;140:24; 147:24;215:19 help (4) 145:4,5,20,22 herein (2) 213:24;214:6 high (1) 32:17 higher (5) 160:18,22;162:13; 163:18;172:8 himself (3) 57:8,21;58:2 hired (2) 214:17;215:7 history (1) 33:8 Hold (5) 25:3;83:8;127:6; 173:9;186:8 holder (1) 11:13 holdings (2) 35:23;36:2 holds (1)	87:23 home (2) 114:24;115:11 honest (2) 64:17;181:5 honestly (1) 115:9 hopes (1) 85:7 hour (6) 29:18,19,20;30:5, 20;55:11 hours (1) 181:10 hypothetical (13) 162:2;163:25; 164:12;165:4,11; 171:20;172:15,22; 173:14;174:9;175:5; 178:21;179:11	209:19,23;210:5 important (16) 11:17;69:9;70:3, 22;71:7,8,13;72:14; 77:13,20;78:8,10,17, 20;110:16;177:9 Inc (7) 6:7;91:19;133:23; 156:15;182:18,20; 219:23 inch (2) 90:18,18 inches (1) 78:6 include (10) 20:18;21:9,14; 41:12;61:25;76:10; 94:16;188:3,6; 199:16 included (28) 56:15,16;59:22; 66:25;68:2;72:2,4; 74:11;79:16,17; 80:14,19;83:4,6; 91:2;94:19;96:7; 108:5,7;118:18; 121:10,23;123:9; 161:3,14;163:21; 169:12,15 including (6) 30:22;110:21; 117:4;118:19;176:4; 204:10 inclusive (1) 70:20 income (1) 20:16 Incomplete (11) 162:2;163:24; 164:12;171:20; 172:14,22;173:14; 174:8;175:5;178:21; 179:10 Incorporated (6) 13:21,23;14:20; 19:13;149:4,6 increase (5) 171:15;173:8; 175:11;178:17,25 increased (1) 164:17 increases (4) 170:2;173:3,21; 211:24 Inc's (2) 130:9;147:2 independent (1) 133:9 independently (1) 132:21 indicate (4) 92:17;95:18; 107:19;109:3
			I	
			icon (2) 98:13;101:4 ID (4) 101:25;102:2,7,11 idea (19) 25:20,25;68:4; 74:8;84:9;95:10; 98:5;104:10,24; 105:12;106:9;120:9; 123:20;164:20; 166:8;167:9;169:10; 190:16;206:21 identical (2) 126:5,5 identification (15) 15:25;89:15; 118:14;119:12; 130:12;139:25; 152:10;153:22; 155:25;181:24; 215:24;216:2,5,9,12 identified (1) 217:23 identify (11) 9:16;150:25; 151:22;152:12; 158:6;181:25; 184:11;197:18,22; 211:11;212:3 ignore (1) 128:22 Ignored (1) 128:18 immediately (1) 115:7 impact (1) 190:7 impede (2) 13:5;171:14 implications (3)	
	H			
	half (1) 55:11 hand (4)			

indicated (1) 217:22	27:22;46:18;47:12; 83:11;127:20; 132:23;183:3;186:9	item (3) 106:22;107:16; 165:18	192:6,9,12,20,24; 193:8,12,19;194:9, 22;195:17,18	10:19;42:12; 44:20;47:24;48:3; 125:22;128:3,10; 180:12;181:18; 187:24
indicates (1) 121:20	instructed (1) 139:21	items (7) 76:8;94:18,20; 95:2;96:8;106:25; 165:21	knowledgeable (1) 206:15	Lawsuites@AT&Tnet (1) 91:16
Indicating (1) 159:21	instructing (1) 25:11	J	L	lawyer (3) 30:12;47:11; 150:19
indication (2) 90:9;96:18	instruction (3) 24:10;41:8;133:5	January (1) 155:17	Label (11) 118:13,22;119:7, 11,17;134:10,24; 135:3,11,12;218:6	lawyers (12) 25:8,10;41:5; 131:19;132:19,22; 133:7;139:17; 153:11;183:5;190:5, 11
indirect (15) 49:10;130:11; 140:21;141:16; 142:9;148:8;149:3; 150:12;151:4;158:7; 160:16;181:21; 182:3;183:11; 184:13	instructs (1) 36:23	Japanese (2) 193:24;194:9	labeled (1) 120:22	Lawyer's (100) 13:21,23,24;14:5, 18,19;15:4;16:7,19; 17:12,20,23,24;18:8; 19:10,16,23;20:4; 21:13;30:14;31:8, 22;32:2,8,11;35:20; 36:5,24;37:5,9; 39:11,12,18,21,25; 40:11,16;41:14; 44:5;46:2,8;48:13; 54:20,24;59:10; 61:7;65:19;68:7,19, 20;81:17;87:22; 91:18,25;92:4,23; 93:5,9;94:3;101:22; 114:16,18;116:21, 25;121:8,20;122:8,9, 10,25;123:14;127:5; 128:4;129:2,10,13; 130:4;133:13,22; 136:22;137:15,19; 138:8;139:12,17; 149:5,13,17;152:20; 163:16;168:19; 173:2,20;182:19; 191:12;200:2; 208:19;209:14; 214:11;219:23
indirectly (4) 183:20;197:9,11, 24	Intel (1) 90:14	Jeff (1) 184:5	labelled (1) 121:4	LC (1) 87:11
individual (3) 16:23;164:23; 169:6	intend (1) 14:23	job (3) 20:13;127:10; 209:20	lacked (1) 202:6	LCD (17) 57:14;58:7;78:24; 79:2,5,9,20,23; 80:12;86:19,22,24; 87:2,3,6,12;208:13
individuals (2) 18:19;203:5	interested (1) 105:19	join (3) 47:24;48:2,15	lacks (47) 27:7;56:14;69:6; 70:14;74:2;75:5; 80:2,17;85:2;98:25; 99:5,10;100:8,18,25; 103:17,23;104:7,22; 111:9,14;132:10; 161:6,16;162:2; 163:25;164:13; 165:5;166:13,20; 167:7;171:19; 172:14,21;173:13; 174:8;175:5,14,19; 176:2;178:21; 179:10;189:25; 196:8,15;197:3; 205:8	lead (1) 50:8
inducements (3) 166:10,16;167:3	interior (1) 104:11	JT (2) 6:14;9:3	laptop (3) 57:4;58:7;81:23	Leading (4) 218:4;219:10; 220:4,16
Industrial (1) 5:10	internet (3) 17:4;60:14;84:4	judge (1) 11:15	large (2) 68:12;71:17	leads (1) 218:2
inflated (3) 202:3,7,8	interrogatories (20) 23:2,5;27:19; 53:22;140:23; 141:18;142:11; 147:2,5,9,12;148:7, 10;150:12,15;151:3, 24;156:15;157:20; 158:10	juris (1) 33:17	Last (13) 29:24,25;55:23; 63:16;142:5;163:9; 180:3;190:21;191:8; 206:22;208:25; 209:4;215:14	Leap (1) 60:17
information (15) 11:22;12:19; 130:9;134:20; 136:12;142:20; 143:9;153:9;156:14; 157:19;158:9;159:6; 186:2;219:22;220:3	interrogatory (14) 149:7,19;151:21; 152:3,21,23,24; 153:6,14,15;154:19; 159:10;160:3; 161:21	jury (1) 177:10	later (3) 11:14;12:18; 202:23	L-E-A-P (1) 60:18
informed (2) 15:3,7	interrupt (1) 55:9	K	Latitude (3) 59:19;63:22,23	
initial (1) 49:4	into (5) 161:2,9,12,13,22	Kamo (1) 184:5	law (19) 15:12,13;33:13; 34:4,8;46:7,8;49:15; 50:7;51:12;52:5,10, 15,17,19;162:10; 179:22;203:6; 216:24	
initially (1) 46:21	invoicing (1) 139:3	keep (3) 55:18;122:20; 134:20	laws (4) 162:18,20;213:24; 214:6	
initiated (2) 47:18,22	involved (19) 26:9;34:21,25; 49:13;52:5,10; 126:20;129:23; 130:4;147:8,11; 170:14;188:22; 190:14,18;200:24; 201:21;209:17; 214:24	kept (1) 139:15	lawsuit (11)	
injured (2) 203:20;204:9	involvement (2) 189:2,5	KEVIN (4) 5:13;58:22,24; 59:2		
injuries (1) 210:12	involves (1) 127:16	keyboard (7) 67:4,7;70:12; 71:19;105:21;164:8; 165:19		
injury (7) 126:20;127:21; 162:13;204:5,12; 209:7,13	I-R-M-I-N-E (1) 17:18	kind (17) 16:24;20:20; 21:21;26:8;57:20; 76:14;80:21;82:6; 97:22;120:5;130:23; 137:4,14,20;146:18; 163:5;177:11		
inside (7) 54:13;78:8,21; 117:23,24;118:21; 135:16	issue (5) 124:15;200:21; 208:9;212:8;214:12	Kirby (2) 9:22;216:24		
instance (2) 127:13;170:8	issues (2) 48:6;185:2	knew (2) 133:10;217:18		
instead (3) 71:21;79:9;182:23		knowledge (25) 26:11;42:23; 67:17;103:13;126:6; 133:12;142:19; 143:9;146:7;159:5; 168:4;187:3;191:25;		
instruct (11) 11:19;24:6,15;				

learned (3) 98:20;194:12; 195:19	57:25;74:12;94:22, 23;184:3	143:17	manufactured (4) 86:8;125:12; 126:9;194:7	matter (4) 9:9;25:24;127:14, 21
lease (6) 17:7;174:12,13,14, 17;175:8	listed (22) 16:17;37:15; 74:14,18;75:20; 95:3;104:15;106:11, 16,22;135:18;153:9; 188:4,7,20;189:5,21; 190:14;191:21; 192:2,7,11	Lorraine (2) 18:12,17	manufacturer (14) 21:20;37:6,11; 78:7,13;125:15; 126:7;166:9;177:12; 178:5,17,25;179:7; 189:22	matters (3) 28:9;50:2,5
leases (2) 174:11,11		L-O-R-R-A-I-N-E (1) 18:12		may (31) 9:25;11:25;35:23; 40:20;46:16;60:13, 17;81:10;82:15; 86:19,20;93:20; 96:6;97:20;101:3, 12;110:22;116:17; 140:24;141:4,14; 145:22;157:5; 161:23;165:11; 179:4;184:25;190:6, 7;206:4;212:19
least (5) 73:10;117:2,3,4; 196:16	listen (1) 24:11	lose (1) 137:25	manufacturers (11) 38:3;42:16,17; 44:9,13;45:3; 125:18;177:14; 178:6;190:7;198:7	maybe (3) 35:17;87:4;205:16
leave (4) 66:12;82:20; 181:23;182:4	lists (2) 94:11;153:15	lot (3) 43:18;124:14,16	manufacturer's (2) 68:23;69:3	McInerney (1) 216:24
legal (35) 11:19,24;17:3; 27:9;42:20;43:4; 46:23;47:5,11;74:3; 99:11;136:21; 145:17;171:6; 176:18;177:4;178:9, 12;187:5,8,12,16; 188:24;189:7; 199:15;201:5,17; 202:5,24;203:25; 204:8,14;209:11; 212:7;214:10	Litigation (14) 9:10;25:24;28:13; 48:16;53:14;65:6; 109:22;129:25; 130:5;139:19; 149:15;180:21; 191:2;213:25	loud (1) 193:17	manufacturers' (1) 48:6	McInerney (1) 9:22
legitimate (3) 187:15;190:12; 195:10	live (2) 13:12;65:23	low (1) 105:23	manufacturing (1) 86:10	mean (34) 14:18,23;26:15; 37:15;40:3;43:9; 46:2;55:12;66:7; 74:25;75:20;88:4; 91:23;93:8;98:12; 105:3;108:24;111:2, 3;148:22;164:16; 170:13;177:20; 180:14;189:9;193:7; 199:11,13;201:3; 202:3,19;203:2,20; 213:4
length (1) 139:14	little (6) 35:24;46:10; 55:15,16;131:23; 219:12	lower (1) 163:7	many (12) 17:22;18:7;19:10; 50:22;51:15,20; 81:13;116:24; 128:12,13;180:20; 199:17	meaning (2) 44:5;177:18
less (8) 69:2;73:6;104:18; 124:12;161:23; 170:21,22;204:4	LLP (3) 5:5,15;6:5	Ltd (3) 5:8,10;6:6	March (19) 15:6;23:12,18; 45:12;48:21;52:25; 54:20,25;91:13; 97:18;114:6;169:3; 180:2,2,5;181:11; 212:14;214:22,22	means (8) 25:14;26:13; 38:11;128:4;168:19; 180:15;181:15; 203:4
letters (1) 51:4	loans (1) 21:8	luncheon (1) 112:2	mark (10) 15:21,22;89:12; 118:12;119:10; 130:7;152:8;153:19; 155:22;181:20	measure (1) 68:14
level (1) 70:2	located (2) 9:4;60:20	M	marked (34) 15:25;16:3;89:15; 118:14;119:11; 120:21;121:2; 130:11,14;139:25; 143:13,25;146:25; 147:15,17;150:10, 24;152:10;153:21; 154:3,11;155:25; 157:17;158:5; 159:11;181:23; 198:13;202:22; 203:24;215:23; 216:2,5,8,11	medicinal (1) 207:21
levels (1) 201:3	locations (1) 19:10	ma'am (1) 180:6	mark (1) 201:8	meet (5) 29:21,23;30:11; 108:15;127:17
LG (1) 198:25	long (5) 30:4;32:2;48:24; 86:24;126:25	madam (1) 197:15	marketing (3) 20:18;85:9;175:21	meetings (1) 30:6
liability (1) 190:8	longer (2) 55:15,16	mail (3) 109:15,16,17	match (3) 105:24;114:10; 154:16	member (3) 128:10;180:16; 183:22
likely (6) 71:18;115:15; 158:2;172:7;207:12; 208:18	look (29) 16:2;64:23;84:15; 85:5,12,16,18;93:10; 107:16;113:24; 115:6;130:13;141:9; 142:5;143:19;146:8, 18;148:25;151:20; 153:8,13;157:2,8; 190:23;197:4; 199:22;202:16; 211:20;220:8	maintain (4) 28:11;130:23; 174:15;199:7	materials (1) 85:9	members (2) 180:17;214:3
Lime (1) 60:17	looking (9) 71:2,14;77:25; 106:13;114:2;142:7; 150:10;188:19; 212:22	maintained (3) 122:2,4;139:14	Matsushita (1) 5:10	memory (3) 83:3;102:20; 165:21
L-I-M-E (1) 60:17	looks (7) 68:9;90:24;96:22; 103:5,10;130:18;	maintaining (1) 162:20		mentioned (9) 45:10;63:22;64:4, 7,14;65:23;116:17,
limited (1) 110:21		manager (1) 18:18		
limited's (1) 140:22		manages (1) 18:18		
line (5) 55:8,10;199:6; 216:16,21		MANGES (2) 5:5;59:3		
list (8) 22:12;54:18,23;		manner (3) 160:6;181:5;211:4		
		manual (1) 122:13		
		manuals (1) 122:20		
		manufacture (3) 21:10,15;197:19		

19,25 met (4) 45:23;49:23; 51:16;105:21 method (1) 109:4 Michael (4) 15:10,13;45:9,10 middle (1) 12:13 might (16) 11:11;58:23;63:3; 76:15;78:6;81:7; 86:17;88:10;93:7; 100:15;116:3,14; 119:6;143:19;146:9; 174:3 mind (11) 10:2;12:24;55:17, 19;76:20;83:17; 100:10;149:23; 165:17;179:14; 196:10 minded (1) 111:20 mine (1) 179:4 minutes (2) 55:19;117:17 miscellaneous (1) 61:9 Mischaracterizes (1) 111:8 Misleading (1) 196:2 missed (1) 144:10 misspoke (2) 106:14;205:19 Misstates (16) 42:19;46:25; 50:17;70:14;76:18; 80:18;103:17,23; 104:21,21;111:8; 114:12;143:3;165:4; 189:12;217:7 mistaken (1) 115:24 Misti (1) 184:4 MKD (3) 198:10;202:20; 203:22 model (2) 67:18;73:16 models (2) 73:17;218:20 modem (5) 107:17,17,22,23, 25 Monday (2) 66:11,12 money (6)	75:10;176:10,16, 25;177:24;204:4 monitor (108) 38:14;40:4;56:11, 15;59:22;61:25; 67:3,7,10,13,14,16, 19;68:8,11,22;70:3, 23;71:16,19,21;72:3, 5,7,13,18,19,21,25; 73:10,12,25;74:7,10, 12,16,17,25;75:10; 76:11,16;77:9,12,20; 78:8,12,14;79:20,23, 24;80:12;82:3,11,14; 83:5,6,7,19;86:13, 14;87:6,11,23;88:14; 90:3,9,25;92:12; 95:9;99:3;102:22; 105:5,8,20;107:9; 111:5,16;120:14; 121:10,24;123:16; 124:8,19,24;125:3,6; 126:9;161:3,14,23; 163:20;164:9,19,24; 165:11,13,23,24; 169:12,15;196:20; 199:3;208:13,19; 217:19;218:11,14,18 monitoring (1) 181:13 monitors (21) 41:13;54:13; 71:22;73:3,6;74:19, 22;77:16;88:6; 90:15;105:14; 110:21;125:19; 146:17;198:3,19; 204:23;205:4; 207:25,25;208:14 month (3) 66:14;104:3; 138:13 monthly (2) 138:12;139:3 months (1) 87:3 more (30) 40:17;46:10; 55:19;70:22;73:3; 75:10;76:6;79:10; 80:12;95:13;104:12; 105:6,9,19;127:14; 131:22;139:5;156:2; 158:2;169:20,25; 177:24;179:13; 196:5,23;197:21; 199:2;203:6;204:3; 207:12 morning (3) 9:2;102:9;126:5 most (3) 61:12;71:7,8 mostly (3)	91:24;138:12; 194:12 motion (8) 154:5;181:22,22; 182:4,4;183:11,18, 24 motivated (2) 48:8,9 mouse (9) 40:4;67:3,7;70:12; 71:19;105:21;164:6; 165:12,19 move (1) 186:23 moving (1) 201:10 MT (1) 5:8 much (24) 10:5;29:16;75:13; 77:5,8;86:9;95:8,21; 97:14;105:13; 106:21;110:2,12; 120:13;123:13; 125:15;160:22; 165:12;169:11,14; 170:22;181:7; 216:14;219:16 multitude (3) 71:17;117:19; 209:18 Murke (3) 51:11,16;52:22 M-U-R-K-E (1) 51:11 Murphy (17) 15:11,13;23:16; 45:10,19;46:5,12,22; 47:15;48:25;49:4,10, 13;50:4,15;51:7; 52:16 Murphy's (2) 52:15,19 must (2) 11:16;12:3 mute (1) 58:23 mutual (4) 35:9;36:5,8;37:9 MYERS (2) 6:5;10:10 myself (2) 30:7;115:19 N NAIFEH (77) 9:17,17;10:15,16; 14:16;15:21;24:2, 22;27:25;36:4;37:4; 55:13,18,22,25;57:9, 18;58:13,22,24;59:7, 8;65:15;76:20;80:5;	83:17;89:5,12,16; 90:21;93:22;96:17; 100:10;113:9; 118:12;119:10; 127:22;130:7; 131:11;144:6,8; 145:12;147:18,20; 149:21,25;150:8; 152:8;153:19; 154:22;155:9,16,22; 156:4;158:25;159:8, 14,20,23;169:7; 173:16;179:14; 181:20;188:12,18; 196:10;210:17; 212:23;213:2; 216:13;217:7;218:4; 219:10;220:4,16,20, 24 name (24) 9:3;10:16;13:9,19; 15:18;17:16,18; 50:7;53:20,21,25; 59:18;61:21;67:14; 92:11;93:3,4;108:18, 19,20;157:10; 191:10;199:2; 216:23 named (3) 45:5,5;190:25 names (3) 18:10;185:18; 191:3 narrative (2) 46:15;47:8 nature (2) 16:19;127:16 necessarily (5) 55:9;70:24; 164:16;170:15; 177:6 necessary (1) 94:24 need (4) 12:11;115:17; 127:7;167:24 needed (2) 105:20;118:9 needs (3) 105:22;108:16,17 New (20) 5:12,12;55:7; 105:20;124:19,21; 140:21;141:16; 142:9;148:7;150:12; 151:4;154:8,13; 158:7;160:16; 182:19;184:3;200:3; 206:7 newest (1) 154:4 newsletter (1) 101:18	newsletters (1) 98:17 next (3) 15:22;205:18; 211:18 night (4) 29:24,25;114:19; 115:20 No1 (1) 144:5 nod (1) 11:10 non-competitive (1) 201:3 none (2) 163:4;180:19 normal (2) 114:19,22 normally (2) 61:7;122:20 North (2) 5:7,18 Northern (1) 188:2 Northwest (2) 9:9;31:23 Notary (1) 10:12 noted (2) 37:22;39:2 notes (1) 30:17 notice (59) 14:15;15:24;16:7, 10;23:24;26:12,17, 20,23;27:4;31:17; 37:16,20;38:24; 39:17;42:21;43:6, 21;50:13;58:3,20; 66:10;88:5;128:9; 129:4,22;136:25; 137:6;145:11;146:6, 12,23;163:14,24; 165:7;166:7,14,22; 167:8,20;169:9; 171:20;172:13; 173:11,23;174:8; 177:3,16,23;178:8; 179:9;181:22;182:4; 187:2,10,21;189:13; 190:2;191:9 notices (3) 129:3,12,14 November (6) 54:21;55:2; 155:17;169:4; 212:14;214:23 number (15) 9:11;15:11;67:18; 75:14;94:18;101:25; 102:2,7,12;110:18; 132:4;134:19;180:9; 207:15,22
---	--	---	--	---

numbers (1) 154:16	205:6,25;206:8,13, 19,24;207:8,13,18; 208:7,16,20;209:10, 15,24;210:3,8;211:2, 15;212:5,11;213:6, 19;214:9,15,20; 215:5,10	52:1;53:1;54:1;55:1; 56:1;57:1;58:1;59:1; 60:1;61:1;62:1;63:1; 64:1;65:1;66:1;67:1; 68:1;69:1;70:1;71:1; 72:1;73:1;74:1;75:1; 76:1;77:1;78:1;79:1; 80:1;81:1;82:1;83:1; 84:1;85:1;86:1;87:1; 88:1;89:1;90:1;91:1; 92:1;93:1;94:1;95:1; 96:1;97:1;98:1;99:1; 100:1;101:1;102:1; 103:1;104:1;105:1; 106:1;107:1;108:1; 109:1;110:1;111:1; 112:1;113:1;114:1; 115:1;116:1;117:1; 118:1;119:1;120:1; 121:1;122:1;123:1; 124:1;125:1;126:1; 127:1;128:1;129:1; 130:1;131:1;132:1; 133:1;134:1;135:1; 136:1;137:1;138:1; 139:1;140:1;141:1; 142:1;143:1;144:1; 145:1;146:1;147:1; 148:1;149:1;150:1; 151:1;152:1;153:1; 154:1;155:1;156:1; 157:1;158:1;159:1; 160:1;161:1;162:1; 163:1;164:1;165:1; 166:1;167:1;168:1; 169:1;170:1;171:1; 172:1;173:1;174:1; 175:1;176:1;177:1; 178:1;179:1;180:1; 181:1;182:1;183:1; 184:1;185:1;186:1; 187:1;188:1;189:1; 190:1;191:1;192:1; 193:1;194:1;195:1; 196:1;197:1;198:1; 199:1;200:1;201:1; 202:1;203:1;204:1; 205:1;206:1;207:1; 208:1;209:1;210:1; 211:1;212:1;213:1; 214:1;215:1;216:1; 217:1;218:1;219:1; 220:1	105:23;166:10; 167:4 offered (3) 167:11;168:6; 207:16 offering (4) 76:3;79:4,5,9 offers (2) 98:18;168:15 offhand (1) 142:4 office (10) 16:22;17:2,8,10; 46:6;86:22;88:13; 117:23,24;118:6 offices (6) 45:24;46:2,3;81:9, 14;123:2 official (1) 91:18 often (1) 66:4 Ohio (1) 32:24 old (3) 68:10;81:3;135:24 Oliver (1) 15:17 O'MELVENY (1) 6:5 O'Melvveny (1) 10:10 Once (2) 50:24;175:8 one (52) 10:24;11:17;12:8; 15:16;19:5,12; 30:20;38:23;40:17; 42:2;55:10;64:6,7, 13,14,19;65:9;78:2; 81:4,10;82:23; 84:23;109:7;115:25; 116:16,16;117:20; 118:24;125:21; 127:19;131:22; 138:20;144:4,24; 147:16,19,23; 148:22;151:17; 152:8;156:2;158:17; 163:16;170:6; 179:13;180:16; 191:8;196:4,17,23; 218:14,19 ones (1) 33:5 one-year (1) 108:5 Online (1) 89:23 on-line (10) 60:12;62:16,22; 81:2;84:23;97:22, 23;98:13;101:3;	109:8 only (10) 12:12;22:9;29:25; 96:2;127:15;130:3; 145:25;157:14,15; 162:6 onto (2) 140:24;201:10 open (1) 125:6 opening (1) 193:13 operability (1) 78:12 operation (1) 18:18 operations (1) 208:11 opinion (8) 123:17;170:3,17; 171:8,10,22;179:12; 206:16 opportunity (3) 12:7;23:23;107:24 options (2) 73:15;124:17 orally (1) 11:8 Order (30) 89:14,22,24;91:6; 93:23,24;94:5,7,11, 14;95:5;100:23; 107:17;108:25; 110:17;114:2,5,6,8; 115:8;117:20;125:5; 134:3,4,8;165:14; 175:16,23;217:10,22 ordered (4) 114:13,16;117:9, 22 ordering (2) 115:19;117:12 organized (1) 19:16 original (4) 23:11;103:24; 104:14;115:6 others (1) 154:3 Otherwise (3) 25:11;36:23; 132:22 out (13) 17:8;43:17;83:2; 88:5;101:14,17,24; 102:3;110:6;115:20; 186:19;193:17; 208:24 Outside (145) 31:14,16;32:9; 36:2,11;37:17,20; 38:24;39:3,17; 42:21;43:5,23;44:3,
O				
oath (2) 11:5;113:11	objecting (6) 39:3;57:10,24; 58:3;129:20;173:12			
object (209) 11:25;12:7;23:24; 26:24;27:6,14;28:5, 17;29:12;31:13; 35:3;36:2,10;37:17; 38:24;41:24;42:18; 43:3,16,20,22;44:23; 45:15;46:14,24; 47:7;49:19;50:11, 16;52:12;55:3;56:4, 13,21;66:8;68:5; 69:5;70:5,13;71:4, 10;72:15;73:21; 74:2;75:17;76:17; 78:4;79:25;80:16; 81:19,24;83:9; 84:25;92:25;95:14; 97:4;98:24;99:4,9; 100:6,17,24;102:23; 103:8,16,22;104:6, 20;105:10;108:13; 110:7;111:7,13; 113:18;114:11; 115:13;117:10,15; 118:7;125:23;126:3, 13,23;127:2;128:25; 131:8;132:9;134:15; 136:20,24;137:5,11, 16,22;138:5,19,24; 139:10;140:6,16; 143:2;145:8,16; 146:4,11,21;149:9; 160:23;161:5,25; 163:12,23;164:11; 165:3;166:5,12,17, 19;167:6,22;168:22; 170:19;171:18; 172:4,12;173:10,22; 174:6;175:13,18,25; 176:17;177:2,15,22; 178:7,18,19;179:8; 186:25;187:21; 188:8;189:11,24; 190:20;191:7,18,22; 192:4,21;193:3,10, 21;194:14,25;195:6, 14,22;196:7,14; 197:2;198:4,11,23; 199:14;200:13,19; 201:4,15,23;202:4,9, 13,23;203:9,16,24; 204:7,13,19,25;	objection (44) 11:12;26:25; 28:11;36:15;37:19, 22;38:25;39:16; 44:3;45:20;56:8; 66:15;75:4,7;82:4; 103:3,4;126:24; 131:9;145:15; 146:15;165:9;169:8; 170:24;171:3;172:5; 175:2,2;177:8; 187:9;192:8,15; 194:2,6;198:16; 205:20;211:6; 215:14;217:7;218:4; 219:10;220:4,16,20 Objections (24) 11:12,15;43:10; 82:12,13;127:11; 136:18;140:21; 141:17;142:10,13, 17;151:2,5;158:8; 161:11,16;167:18, 21;172:20;175:3; 179:2,17,20 objects (1) 11:16 obligated (1) 174:15 obligations (2) 180:24;181:4 obsolete (1) 206:12 obtain (1) 128:19 Obviously (2) 11:14;163:4 Occasionally (1) 11:11 occasions (1) 128:12 October (213) 9:1,7;10:1;11:1; 12:1;13:1;14:1;15:1; 16:1;17:1;18:1;19:1; 20:1;21:1;22:1;23:1; 24:1;25:1;26:1;27:1; 28:1;29:1;30:1;31:1; 32:1;33:1;34:1;35:1; 36:1;37:1;38:1;39:1; 40:1;41:1;42:1;43:1; 44:1;45:1;46:1;47:1; 48:1;49:1;50:1;51:1;	off (24) 58:14,16;65:8,10, 12;89:7;94:22; 103:14,20;104:5; 111:23,24;118:23; 147:22,24;150:3,5; 155:9,11;188:12,13; 200:8;215:17,19 offer (5) 16:25;17:5;		

14;50:12;56:22,24; 57:11;58:4;66:9; 81:20,24;117:22; 119:23;127:3,17; 129:4,21;135:14,16; 136:25;137:6,12,17, 23;138:6,21,25; 139:11;145:10,15; 146:5,12,22;163:13, 24;165:6;166:6,14, 21;167:8,17;168:23; 169:8;171:19; 172:13,21;173:10, 13,23;174:7;175:4, 14,20;176:2;177:3, 16,23;178:8,20; 179:9;187:2,9,20; 188:9;189:12,25; 190:21;191:8,19,23; 192:5,15,22;193:4, 11,22;194:2,15; 195:2,7,15,23;196:8, 15;197:3;198:5,12, 17,24;199:15; 200:14,20;201:5,16, 24;202:5,10,14,24; 203:10,17,25;204:8, 14,20;205:2,5,13; 206:2,9,14,20,25; 207:9,14,19;208:8, 17,21;209:11;210:4, 9;211:2,16;212:6,12; 213:7,20;214:10,16, 21;215:6,11 over (3) 12:8;16:9;50:20 overall (8) 78:11;79:3;80:11; 99:12;104:9;108:6; 123:25;162:19 Overbroad (2) 43:17;201:16 overcharged (1) 179:24 overlap (1) 21:2 own (4) 63:22;64:4;179:3, 22 owned (4) 35:9;36:5,8;37:9 owner (2) 17:24;19:23 owners (1) 17:19	67:9;70:10,19; 71:25;72:4,22; 73:12;74:13;75:24; 76:5,8;77:2;79:3,11, 13,17;80:11,15,20; 82:19,21,23,24;83:4, 6;91:3;94:19;95:3; 96:23;99:12,12,13, 16,19,24;100:4,16, 23;101:5;103:12; 104:10;105:19; 107:4;108:3,11; 122:11;135:14,15; 161:20;164:5,16,18, 19;165:15,17,23,24; 168:10 packaged (3) 72:2;85:22,24 packager (1) 67:24 packages (6) 55:6;56:2;59:11; 64:15;116:20,24 packaging (1) 119:24 Page (53) 90:12,13;92:16; 94:10;95:3,22;96:5, 5,9,12,25;100:3; 101:13;104:5,15,19; 106:11,13,16,22; 107:16;109:7; 110:15;111:15; 148:25;151:12,20; 153:8,14;159:25; 182:16;188:21,21; 190:24,25;193:15; 194:19;197:6; 199:22;210:14,16, 17;211:18,19; 212:24;213:21; 215:15;219:8,21,22; 220:3,9,14 pages (2) 96:2,3 paid (25) 25:8,10;69:2; 75:15;84:24;86:9; 95:18;104:18;107:6, 14;110:3;123:6,9,14; 124:7;125:16; 165:19;169:11,14, 20,24;170:21;203:4, 6;204:3 Panasonic (3) 5:6,9;59:3 paper (3) 109:16,17;219:16 papers (2) 53:16,19 paragraph (18) 142:7;190:24,24; 193:16,16,20;	194:24;197:4;199:5, 22;200:4;209:9; 210:15,17,19; 211:19;213:22; 215:16 paragraphs (3) 190:23;191:4,21 Park (1) 9:5 part (14) 39:14;42:16; 49:15,17;70:19; 71:25;91:3;132:3; 145:22;165:17; 182:12,14;210:12; 212:20 participate (2) 144:25;145:3 participated (1) 151:22 participation (2) 42:11;44:20 particular (3) 74:13;116:7; 165:18 parties (3) 9:15;125:21;149:2 parts (1) 111:16 party (1) 128:3 pass (3) 173:3,7,21 passed (3) 34:12;171:2,17 passing (1) 34:5 Past (3) 108:22;123:18,21 Patricia (1) 184:4 pausing (1) 36:21 pay (5) 32:11;74:21; 79:19;109:4,7 paying (2) 160:17;163:17 payment (4) 24:13,24;25:2; 110:19 pays (3) 27:3,8,12 pending (2) 178:3;187:25 Pennsylvania (1) 5:19 Pentium (2) 90:14;94:17 percent (1) 95:13 percentage (1) 74:6	performance (2) 123:25;124:2 performing (1) 177:9 perhaps (6) 12:20;29:3;98:13; 141:6;154:9;165:18 period (29) 40:19;54:21,25; 56:20;57:19;58:6; 59:11;60:5;62:8; 63:19;88:9;99:14; 155:18;168:16; 169:2;174:16; 186:14;196:4; 210:20;211:24; 212:10,18;213:5,10, 16;214:18,19;215:4, 8 periods (1) 212:13 peripheral (3) 111:2,6,19 peripherals (3) 110:21;111:17,18 permit (1) 24:21 person (4) 52:4,9;83:21; 130:3 personal (20) 35:23,25;91:20; 92:5,13,18;126:20; 127:16,21;191:25; 192:6,9,12,19;193:8, 12,19;194:22; 195:17,18 personally (19) 14:10;31:11;36:8; 39:10;54:14;56:19; 57:9;58:5;126:21; 129:8,17;133:10; 148:21;162:12; 168:21;189:3; 192:25;195:19; 207:22 persons (1) 151:22 pertinent (1) 139:18 perused (1) 141:21 Philips (2) 5:17,17 phone (9) 10:6;17:3;50:20, 23;51:18,21;53:8; 137:18,21 phones (1) 115:5 phrased (5) 24:17;27:23; 28:11;46:15;149:8	pick (1) 83:2 Picture (1) 5:8 place (4) 9:8;11:13;174:11; 219:18 placed (3) 93:24;114:6;115:8 places (1) 117:20 plaintiff (13) 9:14;14:19;45:6; 139:24;142:8; 155:24;156:18; 158:15;180:7; 182:19;199:25; 200:2;219:23 plaintiffs (25) 49:11;50:9; 130:11;147:3,5; 148:8;149:3;150:13; 153:4,25;154:4,7; 155:6;159:17; 160:17;163:17; 180:20;184:4,7; 190:25;191:20; 210:22,25;213:22; 214:3 plaintiff's (1) 156:12 plaintiffs' (15) 31:2;49:16,18; 51:8;52:5,10; 140:21;141:17; 142:10;151:5;158:8; 181:22;182:4; 183:11;184:13 plan (1) 108:5 plastic (1) 118:24 plead (1) 170:10 pleaded (1) 170:7 please (72) 9:15;11:7;12:6,11, 21;13:9;16:2;20:11; 21:12;31:21;32:14; 37:24;39:4;54:18; 55:16,22;57:2;76:19, 24;80:4;83:16;86:4; 87:8;105:7;106:12; 118:12;119:10; 120:24;130:7,13; 131:10;137:12; 145:13;147:10; 149:11;150:25; 151:20;152:8,12; 153:19;155:22; 156:5;158:6;160:12; 167:2,14;168:2;
--	---	--	--	--

173:25;175:17,23; 178:23;179:13; 181:20,25;184:11; 187:11;188:5;190:3; 193:15,16;194:19; 196:9;198:13,14; 199:23;200:4; 202:17;203:11; 209:25;210:14; 213:11;215:15	preparing (6) 23:19;27:20; 29:17;30:17,21; 181:6 present (2) 123:18,20 preserve (1) 139:18 president (13) 19:4,24;20:6,23; 21:5,7;44:5;48:13; 68:18;92:4,22; 127:4;163:16 Presumably (1) 111:15 presume (2) 84:6;135:23 pretextual (4) 211:23;212:3; 213:13,15 previous (1) 12:22 previously (14) 113:6;143:13,24; 146:25;147:4,15; 150:10,24;151:7; 157:17,21;158:5,11; 159:11 price (67) 68:24;69:3,12; 70:20;72:2;74:7,9, 14,24;75:15,16,20; 76:7,11;79:14;84:12, 16;85:7,22,24;95:5, 7,8;99:19,22,24; 100:5,23;103:14,21, 25;104:5,14,15,16, 18,24;105:3,6,16,24; 106:7,21;107:6,9,14; 108:18;110:2;119:3; 124:8;134:11,14; 135:18;161:22,24; 162:23;164:16; 169:19;170:2,4; 172:8;174:15; 187:23;199:17; 201:7;211:12,24 prices (19) 74:18;84:22; 160:18;162:13; 163:18;170:2;172:8; 175:11;176:22; 178:16,24;179:19; 189:18;199:8,11,13, 16;202:3;203:4 pricing (6) 72:18,19;80:20; 104:11;175:7; 211:25 primarily (1) 50:15 primary (1) 32:5	printer (1) 111:16 printers (2) 106:18;110:22 prior (30) 39:2;42:19;50:17, 20,23;51:2;80:24; 111:9;122:2,4; 138:20;141:10; 145:9;147:16; 151:10;154:7;155:4; 157:2;158:14,20; 167:18;173:10; 175:2;176:18; 189:13;217:7;219:6, 25;220:12,18 privilege (6) 24:8,18;27:24; 136:7;139:23; 186:10 privileged (1) 11:22 probability (1) 98:7 Probably (26) 29:18;45:12,21; 48:17;49:2,52:23; 55:5;62:2,3,23; 63:15;78:2;81:3; 87:2;102:6;109:20; 122:19;144:24; 156:17,22;165:15; 167:24;176:20; 198:25;199:16; 207:2 problem (1) 124:2 Procedure (1) 14:6 proceed (2) 43:25;57:2 proceeding (1) 126:17 process (1) 34:10 processing (3) 18:16,24;40:6 processing-type (1) 40:5 processor (3) 83:3;90:14;94:17 produce (7) 67:25;96:9,13; 130:5;131:5;145:20; 164:20 produced (16) 53:13;65:5;93:15; 95:25,25;109:21; 120:17,20,25; 121:17,19;133:24; 134:3;153:4;162:22; 163:6 producing (1)	129:24 product (51) 38:12,13,20;39:5, 12,22;42:17;44:21, 24;58:11;59:18; 60:14;61:21;63:21; 64:3,5,9;67:24; 78:16,18,21;91:10; 106:3,5,10,15;108:4; 109:4,13;110:4,13; 117:5;121:13; 122:22;123:9,17; 124:5;125:10,13,16; 133:13;136:8; 155:19;170:18; 173:7;196:17,23; 197:12;206:18,23; 211:24 production (11) 122:3,4;130:10, 18;143:17;144:15; 145:23;146:2; 178:17,25;179:7 productivity (1) 209:20 products (69) 17:5;18:21;19:6; 22:10;34:22;35:2; 37:7,12;38:13; 39:24;40:12,12; 41:15,15;42:12,25; 44:13;47:19;48:5; 54:19,24;56:20;57:5, 18,20,25;58:6;69:13, 15;77:6;88:8;89:2; 106:11,16;107:13; 122:11;130:24; 160:18;162:11; 163:9,18;166:2,18, 23;167:4,10,12; 168:8,9;176:22; 177:13;178:6; 189:19;194:7;196:4; 197:9,19,23,24; 198:9,18;200:24; 201:19;205:23; 206:7;207:16,20; 208:3,5 Professional (1) 94:17 profit (5) 177:13,17,19,21; 178:6 program (4) 138:9,15,23;139:2 promised (1) 181:17 promotion (3) 101:11,15;105:21 promotional (3) 97:24;98:2;168:6 promotions (1) 106:2	proper (2) 48:12;88:7 properly (3) 77:23;123:22,23 property (2) 137:19;203:21 proposed (2) 182:19;184:3 proprietary (1) 136:11 protection (1) 171:15 prove (1) 121:13 proves (1) 121:9 provide (9) 13:2,6;16:22;17:2; 20:14;121:15;154:8, 13;155:6 provided (7) 29:10;70:9;93:17; 144:22;150:19; 153:25;154:20 provider (3) 60:14,15,20 providing (3) 14:13;26:23; 159:17 provision (1) 25:2 Public (1) 10:13 punitive (1) 50:9 purchase (50) 21:23,24;42:3,8, 12;56:20;58:5; 60:11,14;62:11,16; 65:21;66:23;67:2, 10;68:16,19;69:21; 70:4;72:2;74:7,24; 77:17;80:22,24,25; 81:23;82:15;85:6; 89:22;92:12;99:14; 102:5,12;106:10,15; 107:3,5,8,12,20; 108:3,6;109:19; 110:18;111:6;118:3; 131:4;165:24; 179:25 purchased (80) 22:13,15;39:18,21, 25;40:11,17;41:14; 42:5,9;44:24;47:16; 54:14,20,25;56:2; 58:2;59:10,15,25; 60:8;61:19;63:4; 64:12,20,21,25; 65:17;66:20;69:9, 17;71:21;72:3;76:8, 15;78:2,17;80:23; 81:8;82:17;83:21,
--	---	--	---	---

23;84:8;86:3,5,6,7; 87:7;90:25;92:17; 99:13,16;103:11; 106:8,24;108:12; 113:17;115:12; 116:2,3,8,14,14,20; 118:6;121:9,13,20; 123:16;124:12,20; 133:13;165:23; 196:4,23;197:9,12; 209:2,4;218:18	raise (2) 169:19;199:7 raising (1) 174:4 rather (1) 212:2 Ray (15) 9:10;21:10,15,17; 34:21,21,25,25; 37:12,12;38:11,11; 54:10;78:8,14	78:3;87:5;88:19; 97:21;98:9,22,23; 101:5,10;102:4,10, 11,20;106:3;108:9; 115:21;117:12,21; 119:25;120:2; 132:11;134:5,23; 141:3,16,25;142:2; 144:18;148:21; 185:3;207:10;217:4, 17;218:24	90:21;100:11; 111:23,24;113:4; 131:13;145:14; 147:23,24,25;150:3, 5,6;153:23,24; 155:10,11,14;156:6; 167:15;168:3,25; 172:3;173:18; 174:22;179:16; 188:12,13,16;190:4; 196:11;197:16; 198:15;210:2,7; 215:17,19,20	21:16,21;22:6; 52:3,8 relationships (1) 84:5 relative (1) 110:13 relevance (1) 96:7 relevancy (1) 133:11 relevant (7) 132:25;133:3; 161:8;168:16;169:2; 210:20;211:24 reliability (3) 69:10;72:17; 108:18 reliable (1) 71:3 relied (3) 186:3;193:5; 213:17 reluctance (1) 153:24 rely (6) 68:4,7;143:4; 190:11;210:11; 214:11 relying (13) 39:7;43:8,11; 189:7,15;190:5; 197:17;199:21; 201:25;202:15; 203:8;212:7;213:3
purchaser (18) 19:2;49:11;50:9; 130:11;140:21; 141:17;142:10; 147:3;148:8;149:3; 150:12;151:4;158:7; 160:16;181:21; 182:3;183:11; 184:13 purchases (7) 19:5;40:18,22; 41:10;61:8;130:24; 136:3 purchasing (9) 18:20,25;69:3; 77:2,6;86:10;102:7; 109:12;113:14 purported (1) 180:8 purpose (3) 88:11;129:24; 172:7 purposes (3) 11:24;155:2; 207:21 pursuant (5) 14:5,14;16:8;58:2; 136:17 pursuing (1) 26:9 pushed (1) 101:4 put (6) 93:3,5;219:16,19, 20;220:6	Re (1) 9:10 read (55) 23:17;53:16,19, 24:55;22,24;76:21; 80:7;83:18;94:22; 100:11;131:13; 141:4;142:9,12,24; 143:6,7;145:14; 156:6;158:20; 167:15,25;168:2,3, 25;172:3;173:18; 174:22;179:16; 182:8,10,12,15,16; 184:20,23;185:5; 190:4;193:16,17; 196:11;197:14,16; 198:15;200:4,6; 201:10;203:11; 210:2,7;212:9,17; 213:5,8 readable (1) 71:17 reading (6) 114:8;132:11; 141:16;179:14; 186:18;192:17 reads (1) 214:3 really (15) 47:20;73:23; 75:22;95:12;97:6; 114:13;115:21; 117:25;126:15; 162:4;165:10; 178:10,15;179:12; 192:23 reason (2) 12:25;71:20 reasonable (2) 213:23;214:5 reasons (4) 71:8;211:23; 213:13,15 rebate (1) 106:5 recall (52) 29:8;46:11;47:20, 21;49:6,7;51:14; 62:13,18,19;66:22; 68:13;72:20;73:8, 23;74:9;75:14,22;	receipt (22) 61:9,13,16;65:4; 93:10,11,13;94:5; 118:18;119:2;129:2; 134:6,7,11,17;135:6, 9,18,21,24;217:5; 218:5 receipts (14) 61:3,5,8;62:4; 82:16;131:2;133:10, 16,18,21;145:20; 146:9,14,16 receive (7) 25:15;97:11; 104:9;109:13; 122:11,22;176:13 received (10) 26:17;51:25;96:2; 104:23;128:9; 129:12,14;142:3; 154:25;218:5 receiving (2) 132:11;168:14 recent (2) 89:22;154:5 recess (4) 89:9;112:2; 155:13;188:15 recognize (11) 89:19;118:15; 119:13;140:2; 152:18;156:8;182:6; 191:3,5,6,20 recollect (2) 114:13,15 recollection (12) 28:8,13,22;29:2,7; 60:3;61:15;64:24; 109:10;113:13; 114:10;118:3 recommendation (2) 73:20;74:15 recommended (6) 73:11,13,16; 74:12;79:13,15 record (62) 11:9,10;13:10; 19:24;20:4,12;33:22, 25;34:11,16;55:24; 57:23;58:15,16,17; 65:8,10,12,13;76:21; 80:7;83:18;89:7,10;	records (2) 122:2,3 recycle (2) 88:6,25 recycled (3) 87:16,17;88:4 redirect (1) 212:21 reduced (1) 105:4 refer (4) 13:23;14:17; 38:10,12 reference (2) 202:23;219:22 referenced (4) 141:5;151:11; 158:17;186:5 referred (1) 152:25 referring (16) 26:18;36:23; 38:13;84:17,19; 90:16;93:25;94:2; 97:12;114:3;129:10; 145:23;154:20; 193:13;203:14; 204:5 refers (4) 36:22;152:4; 184:3;204:16 refresh (1) 64:24 refreshed (5) 28:8,13,22,25;29:7 refurbished (1) 124:22 regard (2) 48:6;177:11 regarding (7) 25:5;47:11;64:13; 129:2;130:24;145:9; 210:6 relate (1) 154:3 related (2) 27:13;91:9 relates (1) 90:2 relationship (5)	21:16,21;22:6; 52:3,8 relationships (1) 84:5 relative (1) 110:13 relevance (1) 96:7 relevancy (1) 133:11 relevant (7) 132:25;133:3; 161:8;168:16;169:2; 210:20;211:24 reliability (3) 69:10;72:17; 108:18 reliable (1) 71:3 relied (3) 186:3;193:5; 213:17 reluctance (1) 153:24 rely (6) 68:4,7;143:4; 190:11;210:11; 214:11 relying (13) 39:7;43:8,11; 189:7,15;190:5; 197:17;199:21; 201:25;202:15; 203:8;212:7;213:3 remainder (1) 36:21 remember (23) 12:19;23:4,9; 28:21;59:18,25; 61:21;62:10,17; 67:18;72:10;73:19; 81:13;82:8;113:16, 21;144:19;148:14, 16;154:11;155:20; 168:14;217:9 remind (2) 35:18;127:7 remove (1) 88:9 remuneration (2) 25:16,18 renegotiated (1) 174:14 rent (1) 46:5 renting (1) 17:8 repeat (38) 21:12;39:4;45:17; 54:22;76:19;80:4,5; 83:16;86:4;87:8; 100:9;105:7;106:12; 120:24;131:10,11;
Q				
qualify (2) 34:18;207:24 quality (2) 70:21,23 quantify (2) 162:24;163:3 Quick (2) 138:18;139:2 quite (4) 174:19;193:14; 197:20;218:16				
R				

145:12;147:10; 149:11;156:2,5; 166:25;167:14; 168:24;169:13; 171:24;172:2; 173:16;174:21; 178:23;179:13; 187:11;188:5;190:3; 192:3;198:14; 209:25;213:11 repeating (4) 76:20;83:17; 100:10;196:10 rephrase (9) 41:23;69:14; 76:24;78:19;87:9; 103:18;129:6; 149:12;176:8 replaced (3) 87:12,15;208:13 replacing (2) 185:17;191:10 reporter (5) 9:25;11:8,9;89:17; 197:15 Reporters (1) 9:4 represent (10) 10:17;49:10;74:7; 99:2,24;102:21; 120:8,10;180:15; 216:25 representative (5) 15:5;180:8,13,24; 182:22 representatives (1) 176:24 represented (7) 34:24;49:25;50:4; 95:8;105:6,9;120:14 represents (3) 15:8;110:18;153:5 request (7) 107:23,24;130:18; 132:8;143:17; 144:15;145:23 requested (2) 107:18,22 requests (12) 120:17;121:16; 130:10;131:6,25; 132:15;143:20; 145:2,6;146:2,10; 180:25 required (3) 107:5,8,12 requires (2) 145:17;164:2 research (1) 69:22 researching (1) 124:17 resellers (1)	205:17 resold (1) 205:24 Resolution (1) 89:24 respect (5) 18:20;24:20;28:8; 167:21;218:23 respond (3) 150:15;180:25; 210:10 responding (7) 12:8;144:25; 146:2;147:9,12; 149:2;160:16 response (12) 46:20;47:14; 120:16;121:16; 128:15;132:8,14; 152:3,21;153:14; 160:15;216:20 responses (19) 140:22;141:17; 142:10,14,18;145:5; 149:18,19;151:2,5, 24;154:9,10,14,19; 155:7;158:8;159:11, 19 responsibilities (4) 18:14;20:12,23; 21:5 responsibility (1) 18:20 responsible (6) 18:15;25:23;26:5, 22;88:14;170:11 responsive (5) 131:6,25;143:20; 146:9;153:10 restrain (1) 202:11 restraining (1) 201:21 restraint (2) 200:17;203:18 result (3) 128:20;160:7; 212:2 retail (4) 68:23;69:3; 103:24;208:10 retailer (8) 60:12;62:21,22; 103:11;167:9;205:3, 10;206:23 retailers (11) 84:19,23;165:25; 166:10;167:3,12; 173:6;198:6,8;206:4, 6 retain (1) 138:12 retained (1)	139:14 retainer (17) 23:11,17;24:4,12, 24,25;25:5,27:18; 28:23;48:19,20,25; 49:5;52:24,53:23; 141:11;180:3 retention (3) 138:9,14,22 returns (2) 21:6,7 reveal (5) 41:4;47:10; 131:18;132:19; 183:5 revealing (1) 183:7 review (10) 23:23;27:20; 28:12;29:9;30:8; 85:9;125:9;186:5; 219:7;220:2 reviewed (13) 23:2,7;28:2,4,7,19; 140:20;150:18,18; 158:22;159:3; 220:14,18 right (35) 12:23;37:3;41:6; 44:21;45:3;53:3; 56:12;67:11;73:17; 74:22;83:10;87:24; 93:9,24;94:12; 100:5;102:18; 103:15;111:22; 120:23;121:21,24; 127:9;134:25; 135:14;148:24; 151:5;158:24; 159:13;160:2; 186:23;196:20; 209:6;215:9;217:11 right-hand (1) 120:5 risk (2) 209:7,13 role (3) 180:12;183:17,20 Rooks (1) 184:4 rooms (3) 17:3;41:20;42:3 rule (4) 11:15,18;14:5; 16:8 Rules (1) 14:6 run (1) 16:21	75:19;98:9; 101:11;206:23; 207:16 sales (10) 75:16;85:12,14; 95:19;119:3;168:15, 15;207:22;208:6,9 same (44) 34:7;36:15;39:16; 43:10;44:3;45:20; 56:8;62:8;66:15; 75:7;80:20;82:4,12; 83:5,13;103:3; 119:16;133:5;135:2; 145:15;146:15; 156:17;157:7; 161:11,16;170:24; 171:3;172:5,20; 174:4;175:3;176:16; 177:8;179:2,17,20; 187:9;192:8,15; 194:2,6;211:6; 218:16;220:20 Samsung (19) 6:6,7;140:22; 146:25;148:9; 150:11;152:4,9,15, 25;153:15,20;157:4; 197:20;198:25; 215:22,25;219:7,8 Samsung's (2) 141:18;142:11 Sarasota (2) 13:13;62:15 satisfied (1) 79:3 save (1) 122:11 saved (2) 75:10,13 saw (5) 101:5;140:10; 156:17;191:10; 206:22 saying (5) 99:15;145:19; 164:21,22,24 SC (1) 9:11 scanner (1) 111:16 scanners (2) 106:18;110:22 school (4) 32:17;33:13;34:7, 8 science (1) 33:8 scope (141) 31:14,17;36:3,11; 37:17,20;38:24;39:3, 17;42:21;43:5,23; 44:4,14;50:12;56:22,	24;57:11;58:4;66:9; 81:20,25;127:3,17; 129:4,21;136:25; 137:6,12,17,23; 138:6,21,25;139:11; 145:10,16;146:5,12, 22;163:13,24;165:7; 166:6,14,21;167:8, 17,20;168:23;169:9; 171:19;172:13,21; 173:11,13,23;174:7; 175:4,14,20;176:2; 177:3,16,23;178:8, 20;179:9;187:2,10, 20;188:9;189:12,25; 190:22;191:9,19,23; 192:5,16,22;193:4, 11,22;194:3,15; 195:2,7,15,23;196:8, 15;197:3;198:5,12, 17,24;199:15; 200:14,20;201:5,16, 24;202:5,10,14,24; 203:10,17,25;204:8, 14,20;205:2,5,13; 206:2,9,14,20,25; 207:9,14,19;208:8, 17,21;209:11;210:4, 9;211:3,16;212:6,12; 213:7,20;214:10,16, 21;215:6,11 scrap (1) 123:21 screen (16) 67:3;68:11;71:16; 78:25;79:5;86:19,22, 25;87:2,3;164:7,15; 193:13;196:17; 218:14,16 screens (6) 87:6,12;163:6; 207:5,6;218:11 SDI (1) 147:2 SDI's (3) 140:22;148:9; 150:11 SEA (1) 10:10 search (5) 131:5,24;132:7, 14;133:15 searched (1) 136:4 searching (3) 129:23;130:4; 132:24 SEC (1) 10:10 second (19) 23:21;25:3;38:23; 61:18;64:3,7;65:9; 83:8;94:10;101:6;
		S		
	retained (1)	sale (5)		

103:20;110:16,17; 127:6;136:24; 147:23;148:25; 165:9;173:9 section (2) 203:11;204:17 securities (1) 37:10 security (3) 35:10;36:6,9 seeing (2) 130:20;162:16 seek (1) 142:8 seeking (3) 11:24;46:22;47:5 seem (1) 100:21 seems (2) 111:16;170:9 select (2) 83:7,19 selected (2) 72:24;82:24 sell (9) 17:7;21:10,14; 197:23,24;198:2,8; 205:3,10 seller (3) 37:6,11;105:23 sellers (3) 166:2;167:4,12 selling (3) 105:14;206:5,7 sells (2) 22:10;204:22 sending (1) 165:13 sends (1) 88:5 sense (1) 171:13 sent (2) 116:18;119:17 sentence (1) 142:6 separate (3) 110:18;165:23; 170:9 separately (5) 67:11;76:6; 106:25;110:20,23 September (5) 140:8,19;141:24; 156:19,20 series (1) 154:23 serve (2) 18:5;19:25 service (2) 108:3;134:19 services (4) 16:22,24;20:14;	139:4 serving (1) 177:10 Set (13) 130:9;140:23; 141:18;142:11; 144:5;147:2;148:7; 9:150:11;151:3; 156:15;157:20; 158:9 shake (1) 11:10 shape (2) 218:10,14 sheet (1) 148:11 sheets (2) 18:24;137:13 shelf (1) 208:10 Sherman (8) 38:2,4,5,6,8;44:8; 48:11;187:22 shipped (7) 110:19,22;117:5; 9:122:24,25;123:3 shipping (22) 96:8;97:8,11; 101:8;103:5,7; 104:9;118:13,22; 119:7,11,17;123:6,8; 15:134:10,24;135:3, 11,12,14;218:6 shop (1) 84:11 short (1) 55:8 shortened (1) 34:17 shortly (1) 213:25 show (3) 133:12;143:12; 147:14 showed (3) 144:19,20;148:16 showing (2) 154:16,17 side (4) 219:19,20,20,20 sign (5) 21:6,7;48:25; 53:20;214:25 signed (18) 23:3,7,9,18;24:4; 29:4;48:17;52:24; 53:21,25;142:23; 151:15;157:6;175:8; 180:3;218:25;220:2, 19 signing (11) 49:5;141:3,8,10; 151:10;157:3;	158:14,21;219:6,25; 220:12 similar (4) 145:2;157:9; 185:15,17 Simply (3) 105:4;114:8; 185:17 single (1) 132:4 situation (1) 73:24 size (8) 72:17;77:20,25; 78:3;83:3;218:10,13, 15 slips (1) 122:11 slow (1) 219:12 Small (2) 97:10;101:20 smart (1) 115:5 SMB (1) 89:23 smoking (1) 170:16 social (2) 45:21;46:22 socially (1) 45:23 software (2) 40:6;110:20 sold (7) 58:10;87:19; 173:7;199:8;207:5, 6;208:6 somebody (1) 170:10 somehow (1) 133:12 someone (2) 126:9;172:11 Sometime (4) 12:17;60:5; 156:18;158:14 someway (1) 133:12 somewhere (4) 45:23;135:24,25; 181:9 sorry (49) 11:21;27:10; 31:16;38:4,7;45:10; 51:15;52:6,18; 57:21;62:17;63:3; 66:13,13;68:17; 70:18;71:8;87:9; 94:8;99:19;100:14; 106:13;122:3; 127:24;129:6; 143:23,25;144:3,11;	145:5;149:13; 160:14;166:19; 167:13,25;171:25; 178:2;183:14; 184:21;191:8;193:9; 197:14;199:12; 201:9;205:15; 210:16,24;211:9; 214:22 sort (6) 22:3;25:16;34:10, 15;139:12;168:6 source (2) 172:9;195:20 sources (2) 185:25;186:5 space (5) 17:2,8,10;20:16; 46:5 Speaect (1) 184:5 speak (2) 50:22;127:11 speaking (3) 34:10;192:17; 218:10 speaks (1) 100:7 special (1) 98:18 specific (13) 41:10;69:8;71:20; 113:13;118:2; 124:15;188:4,7; 190:8,9;199:17; 201:18,19 specifically (18) 12:2;15:10;23:6; 44:18;60:25;61:2; 72:5,6;83:2;88:22; 104:25;116:12; 118:9;157:4;163:15; 186:16;204:21; 211:20 specifications (1) 125:10 speculation (31) 73:22;80:3,17; 85:2;93:2;99:10; 100:18;101:2;103:9; 111:10;126:14; 164:2,13;165:6; 166:6,13,21;167:8, 23;172:14,21; 173:13;174:7;175:4, 14,19;176:2;178:20; 179:10;205:9,14 Speed (1) 69:10 spend (4) 29:16;124:14,16; 186:18 spent (5)	30:20,23;86:10; 177:24;181:7 spoke (1) 81:4 spoken (1) 50:19 spring (2) 66:5,16 stabilize (1) 199:8 stack (1) 144:10 stand (6) 39:19;54:15; 71:18;82:3;105:13; 167:21 start (4) 58:21;154:7; 155:4;200:8 starting (3) 55:7;188:21; 190:24 starts (1) 211:19 state (12) 13:9,19;32:14,24; 71:6;76:12;90:22; 153:24;154:23; 160:17;163:15; 196:25 stated (10) 48:21;59:10;63:3; 72:24;76:25;134:4; 159:9;165:9;175:3; 208:12 statement (11) 109:19,22;195:3, 5;196:6;212:4,9,17; 213:5,8,14 statements (5) 63:19;109:14; 138:13;185:8,21 states (6) 95:7,23;105:2; 197:8;199:6,8 stating (1) 99:19 statute (1) 204:18 steps (2) 214:13;215:3 still (26) 11:16;17:23; 22:20;28:5;36:12; 37:21;60:18;63:22, 25;64:4,9;86:13,16; 87:23,23;96:6,12; 109:18;113:10; 134:17,22;164:25; 190:7;204:22;205:3, 10 stock (6) 35:6,10;36:6,9;
--	---	---	---	--

37:6,10 stopping (1) 55:20 storage (1) 135:25 store (1) 61:7 stored (1) 139:7 stores (1) 84:22 streamline (1) 35:18 Street (3) 6:8;9:9;31:23 strength (1) 162:19 stuff (1) 205:21 subject (3) 16:12,16;154:4 submitted (1) 110:19 subpart (6) 200:9;201:2,10; 202:16;203:11; 204:16 subparts (1) 200:7 subsequent (1) 208:13 substantially (1) 202:18 substituted (2) 182:21;200:3 substituting (3) 149:5,14,17 subtenants (2) 16:23;174:13 successful (1) 25:16 successfully (1) 34:12 suffer (1) 163:17 suffered (6) 160:17;162:6,12; 163:22;164:10; 165:2 suggest (1) 24:3 suggested (2) 68:23;69:3 suggestions (1) 183:23 Suite (2) 9:5;31:23 Suites (20) 13:21,23;14:19; 16:8,22;17:25; 35:20;44:6;46:6; 48:13;91:19;127:5; 129:10,13;133:13,	22;163;16;182:20; 209:14;219:23 Suites' (4) 46:3;91:25;123:2; 137:19 suits (1) 128:20 summertime (1) 66:17 super (1) 202:2 supplemental (2) 155:7;159:18 support (4) 17:3;18:17;83:21; 108:5 suppose (4) 78:24;107:2; 166:15;175:12 supposed (1) 211:5 sure (31) 20:13;21:3;35:13; 43:9;49:12;55:13, 18;56:25;60:13; 62:3,12;63:15,15; 64:16;65:7;75:11; 81:5;86:15,16;88:2; 108:2;141:15;147:6, 6,7;149:12,25; 171:25;174:19; 212:23;213:8 suspect (1) 154:3 swear (1) 9:25 switch (1) 89:5 sworn (2) 10:12;113:6 system (56) 40:9,10;56:11; 59:15,16;60:9,11,24; 61:5,19;63:9;67:15; 68:9,16;69:9;70:4, 12,22;71:2,9,15; 76:16;84:14,16;86:3, 6,11;96:19;103:15, 21;110:23;111:6; 121:10,21,23; 136:23;137:4,14,18, 20;138:4;139:5,8; 156:15;157:20; 161:4,24;163:21; 168:11,12,13; 169:12,15;174:5; 209:2,5 systems (3) 17:3;56:10;130:9 System's (1) 158:9	T tactic (1) 154:18 tag (1) 134:19 talk (5) 30:14;45:22; 96:14;101:6;166:23 talked (4) 46:12;51:18,20; 102:8 talking (9) 12:8;35:19;46:21; 56:22;57:21;158:23; 198:6,8,19 tape (1) 89:6 tasks (1) 71:18 tax (3) 21:6;95:19,23 taxes (1) 32:11 technical (1) 125:9 technically (1) 111:20 technology (3) 206:12;208:23; 218:11 TELEPHONE (3) 5:3;6:3;10:3 television (11) 38:14;42:2,9; 57:12,13,14;58:7; 68:10;168:17;199:2; 207:25 televisions (5) 41:19;54:13; 198:2,19;205:11 telling (1) 165:13 ten (1) 181:10 tenant (1) 175:9 tenants (5) 20:14,16;139:3; 173:25;174:16 tend (2) 66:17;91:24 terms (5) 61:3;104:11; 131:15;205:16; 209:19 testified (6) 10:13;70:25; 113:7;126:16;180:4; 189:17 testify (7) 16:13,17;25:5,8,	11;127:4;168:5 testifying (2) 11:4;115:25 testimony (58) 13:2,7;14:4,14; 22:25;27:20;42:19; 46:25;47:10;50:17; 70:14;76:18;80:18; 95:16;99:11;103:17, 23;104:21;105:11; 110:8;111:9;114:12; 143:3;145:18; 160:24;161:6,18; 162:3;164:3,14; 165:4,5;170:20; 171:4,7,21;172:23; 173:15;174:9;175:6; 176:19;177:4;178:9, 22;179:11;189:12; 199:15;201:5,17; 202:5,25;204:2,8,14; 209:11;214:10; 217:8;218:24 Texas (1) 123:5 Thanks (3) 55:21;147:21; 216:25 thereabouts (1) 42:10 third (4) 64:11,14;184:14; 197:8 thoroughly (1) 61:13 though (6) 74:25;95:25; 133:19;134:13; 135:18;182:11 thought (2) 128:23;132:25 three (15) 51:22;55:5;59:10; 64:15,16,17;87:4; 96:2;97:11;116:19; 135:22;137:8;138:3; 167:18;205:19 threw (2) 56:11;122:18 Throughout (3) 14:17;38:10; 210:20 Thursday (1) 66:12 times (4) 50:22;51:15,20,22 today (18) 10:18,21,22;13:3; 14:3,9,13;15:18; 16:13,17;22:25; 27:20;28:9;31:5; 58:2;115:25;216:14; 217:2	Today's (3) 9:6;29:10,17 together (6) 76:8,16;77:2,6; 103:19;107:3 told (3) 132:19;133:7; 195:12 took (1) 150:9 top (4) 92:10;94:11; 96:25;120:4 topics (4) 16:10,14;24:20; 37:16 Toshiba (23) 9:20;10:17;130:8; 154:6,10,12;156:14; 157:5,9,19;158:9; 159:9,13,14;180:9; 193:23;194:9,16; 197:20;198:25; 216:4,7,10 Toshiba's (1) 157:10 total (8) 30:20;103:14; 106:21;161:19; 164:18;176:6,8,12 totality (1) 165:22 track (1) 34:10 trade (4) 200:17;202:11; 203:18;209:17 training (1) 33:24 transcript (3) 198:13;202:22; 203:24 transcripts (1) 30:9 transferred (1) 182:18 travel (1) 117:19 trial (1) 126:16 true (9) 142:19;143:6,8; 150:20;159:5;185:9, 22;193:2;195:13 truthful (1) 13:7 try (2) 48:5;173:25 Tube (13) 9:10;21:17;34:22, 25;37:12;38:11,12, 17;44:9;45:2;54:10; 78:8,14
---	--	--	---	--

tubes (8) 21:11,15;34:21; 25:37;12;38:11; 44:10,11	199:8	vacation (1) 66:18	171:14;187:22,23; 203:19;204:10; 209:20	17:15,19,22,24; 42:10
turn (10) 99:21;110:15; 159:24;193:15; 194:19;199:5; 210:14;211:18; 213:21;215:15	University (2) 32:24;33:13	vague (33) 27:15;29:13;35:4; 41:25;42:19;45:15; 47:8;49:20;50:17; 52:13;56:17;70:6; 17:71;11;75:18; 80:8;97:5;103:9; 132:10;140:7,17; 145:17;149:9; 163:13;166:20; 167:7,23;168:23; 173:23;194:18; 195:25;201:16; 206:14	volume (1) 179:4	wife's (1) 17:16
Turning (1) 153:13	unlawful (4) 203:14;210:22,23, 24	Verizon (1) 138:2	voluntarily (2) 154:2,19	willing (1) 154:22
TV (1) 168:15	unless (3) 12:2;36:22;43:23	Vaguely (1) 26:14	W	win (1) 176:13
twice (1) 165:12	unlikely (1) 173:19	value (2) 104:11;107:4	wait (1) 85:6	Windows (1) 94:18
Two (32) 18:9;34:18;42:16; 49:2;51:22;53:6,7; 64:16;81:4,15,16; 87:4,4;117:2,3,4; 126:4;140:25;141:6, 14;151:15;157:6; 167:18;170:9; 176:18;189:14; 190:21;205:19; 208:13;209:8; 218:25;219:17	unmarket (1) 201:7	various (2) 34:5;120:16	Walker (1) 184:5	wish (1) 43:25
two-week (1) 66:18	unreasonable (1) 179:6	verification (16) 29:3,4;53:23; 139:24;141:10; 142:6;151:12; 155:24;156:12,13, 18;157:3,5;158:15, 21;220:19	Wands (2) 18:11,15	withdraw (14) 26:24;37:19;49:8; 82:13;103:4;107:11; 126:24;131:9; 149:21;165:8; 167:17;177:3; 205:20;215:13
type (5) 34:17;39:24; 166:16;167:3;208:3	update (1) 154:9	verifications (7) 141:15;151:10,15; 218:25;219:17,25; 220:13	W-A-N-D-S (1) 18:12	Withdrawn (1) 94:9
types (2) 41:14;139:13	upgraded (1) 86:19	verify (2) 142:9;163:19	wants (2) 154:13;176:4	withhold (4) 136:6,10,13,17
typically (2) 115:4,17	upgrades (2) 102:16,17	VIA (2) 5:3;6:3	Washington (28) 5:20;6:9,13;9:9; 13:15;16:22;19:9, 13;31:24;60:10; 62:14,21,22;65:18; 66:11,17;113:20; 115:4,18,20;116:4, 11,15;117:23,24; 118:10,19;140:12	within (14) 29:18;42:3;49:2; 63:16;84:17;99:14; 108:6;109:2;110:3; 163:10;167:20; 185:9;207:2,4
typing (1) 18:24	upon (2) 187:5;200:15	versus (3) 201:7;218:10,14	waste (1) 128:23	without (3) 71:19;142:24; 183:7
U	upper (1) 120:5	vice-president (1) 18:6	way (9) 11:2;26:5;42:7; 83:6;89:2;123:24; 162:15;173:25; 192:14	witness (15) 9:22,25;14:13; 24:7,16;27:22;35:18, 21;36:25;38:25; 41:6;57:25;127:9; 154:16;186:22
ultimate (1) 19:2	UPS (1) 122:23	Verizon (1) 138:2	website (7) 72:8;76:2,3;84:18; 101:16;104:16; 117:22	word (5) 18:16,24;40:4,6; 177:18
ultimately (1) 163:7	use (9) 63:25;64:9;80:22; 81:17;91:24;92:3; 102:7;115:4;136:22	via (2) 5:3;6:3	websites (2) 84:7,20	work (4) 17:23;18:7;66:2; 136:7
unable (1) 214:7	used (15) 11:13,14;80:22; 82:15,15;87:13; 97:19;101:9;109:4; 116:9,11,15;124:19; 137:9;205:24	Videographer (23) 6:14;9:2,3,24; 10:4;58:14,17;65:10, 13;89:7,10;111:24; 113:3;147:22,25; 150:3,6;155:11,14; 188:13,16;215:17,20	weekly (2) 66:6,7	worked (1) 34:20
uncompetitive (1) 199:18	user (4) 21:17;122:13,20; 163:7	view (1) 165:22	weeks (2) 49:2;52:23	working (1) 114:18
under (14) 11:5;45:13,18,21; 107:17;110:15; 113:11;114:5;122:7; 140:14;149:2; 179:18;203:6; 219:22	using (8) 18:20,25;81:2,7, 10;102:11;124:5; 178:4	viewable (1) 90:19	weight (2) 120:10,13	works (1) 191:15
unfair (2) 154:18;209:17	usual (1) 36:22	videotaped (1) 9:12	WEIL (2) 5:5;59:2	written (7) 138:14;139:13; 154:8,10,13;155:7; 159:18
unit (4) 95:7;99:22,25; 100:16	Usually (2) 22:2;66:6	viewing (1) 164:18	welcome (1) 217:3	wrong (1) 143:23
United (1)	utilized (1) 60:13	violating (5) 162:10,18;179:22; 213:24;214:6	weren't (2) 46:22;116:21	wrongful (2) 42:15;44:25
	V	violations (8) 48:12;170:8;	whatsoever (1) 21:19	wrote (1) 138:17
			White (3) 9:18,19;10:17	X
			whole (2) 101:5;172:7	
			wife (5)	

XP (1) 94:17	44:1;45:1;46:1;47:1; 48:1;49:1;50:1;51:1; 52:1;53:1;54:1;55:1; 56:1;57:1;58:1;59:1; 60:1;61:1;62:1;63:1; 64:1;65:1;66:1;67:1; 68:1;69:1;70:1;71:1; 72:1;73:1;74:1;75:1; 76:1;77:1;78:1;79:1; 80:1;81:1;82:1;83:1; 84:1;85:1;86:1;87:1; 88:1;89:1;90:1;91:1; 92:1;93:1;94:1;95:1; 96:1;97:1;98:1;99:1; 100:1;101:1;102:1; 103:1;104:1;105:1; 106:1;107:1;108:1; 109:1;110:1;111:1; 112:1;113:1;114:1; 115:1;116:1;117:1; 118:1;119:1;120:1; 121:1;122:1;123:1; 124:1;125:1;126:1; 127:1;128:1;129:1; 130:1;131:1;132:1; 133:1;134:1;135:1; 136:1;137:1;138:1; 139:1;140:1;141:1; 142:1;143:1;144:1; 145:1;146:1;147:1; 148:1;149:1;150:1; 151:1;152:1;153:1; 154:1;155:1;156:1; 157:1;158:1;159:1; 160:1;161:1;162:1; 163:1;164:1;165:1; 166:1;167:1;168:1; 169:1;170:1;171:1; 172:1;173:1;174:1; 175:1;176:1;177:1; 178:1;179:1;180:1; 181:1;182:1;183:1; 184:1;185:1; 186:1;187:1;188:1; 189:1;190:1; 191:1;192:1;193:1; 194:1;195:1;196:1; 197:1;198:1;199:1; 200:1;201:1;202:1; 203:1;204:1;205:1; 206:1;207:1;208:1; 209:1;210:1;211:1; 212:1;213:1;214:1; 215:1;216:1;217:1; 218:1;219:1;220:1	1100 (31) 64:19;65:17,21; 66:20;67:2;68:9; 80:22,23;81:2,23; 82:15;83:21,23; 86:14,21;87:11,13; 90:5,6,14;94:15; 97:18;102:13; 113:14;117:4,22; 122:14;133:19; 196:18;217:5,19 11th (2) 9:7;107:16 12:16 (1) 89:8 12:27 (1) 89:11 1299 (1) 5:19 1300 (1) 9:5 134 (1) 194:24 13th (1) 9:8 15 (1) 193:15 16 (1) 90:18 1625 (1) 6:8 17 (4) 78:6;90:18;132:4; 199:6 17th (1) 31:23 1875 (1) 9:5 19 (2) 190:24;191:21 193 (1) 215:16 1953 (1) 32:16 1971 (2) 32:20;33:2 1975 (1) 33:2 1979 (1) 33:15 1985 (1) 42:10 1995 (9) 35:6;37:5,13; 54:20,25;155:17; 169:3;212:14; 214:23 1997 (7) 17:13;20:4,7;32:4; 60:4;62:7;81:8 1st (7) 54:20,25;155:17; 169:3;212:14;	214:22,23 2 2 (3) 90:12,13;182:16 2:53 (1) 148:2 2:56 (1) 150:4 20 (2) 91:13;114:6 2000 (1) 214:22 20004-400 (1) 5:20 20006 (2) 6:9;31:24 2002 (1) 207:4 2006 (11) 60:4;62:7;64:20, 22;91:14;97:18; 101:12;114:6,9; 136:3;209:3 2007 (9) 54:21;55:2; 155:18;169:4; 207:11,17;208:6; 212:15;214:23 2010 (1) 185:6 2011 (1) 142:12 2012 (226) 9:1,7;10:1;11:1; 12:1;13:1;14:1;15:1, 6;16:1;17:1;18:1; 19:1;20:1;21:1;22:1; 23:1,12,18;24:1; 25:1;26:1;27:1;28:1; 29:1;30:1;31:1;32:1; 33:1;34:1;35:1;36:1; 37:1;38:1;39:1;40:1; 41:1;42:1;43:1;44:1; 45:1,12;46:1;47:1; 48:1,22;49:1;50:1; 51:1;52:1;53:1,2; 54:1;55:1;56:1;57:1; 58:1;59:1;60:1;61:1; 62:1;63:1;64:1;65:1; 66:1;67:1;68:1;69:1; 70:1;71:1;72:1;73:1; 74:1;75:1;76:1;77:1; 78:1;79:1;80:1;81:1; 82:1;83:1;84:1;85:1; 86:1;87:1;88:1;89:1; 90:1;91:1;92:1;93:1; 94:1;95:1;96:1;97:1; 98:1;99:1;100:1; 101:1;102:1;103:1; 104:1;105:1;106:1; 107:1;108:1;109:1;	110:1;111:1;112:1; 113:1;114:1;115:1; 116:1;117:1;118:1; 119:1;120:1;121:1; 122:1;123:1;124:1; 125:1;126:1;127:1; 128:1;129:1;130:1; 131:1;132:1;133:1; 134:1;135:1;136:1; 137:1;138:1;139:1; 140:1,8;141:1; 142:1;143:1;144:1; 145:1;146:1;147:1; 148:1;149:1;150:1; 151:1;152:1;153:1; 154:1;155:1;156:1, 19;157:1;158:1; 159:1;160:1;161:1; 162:1;163:1;164:1; 165:1;166:1;167:1; 168:1;169:1;170:1; 171:1;172:1;173:1; 174:1;175:1;176:1; 177:1;178:1;179:1; 180:1,5;181:1; 182:1;183:1;184:1; 185:1;186:1;187:1; 188:1;189:1;190:1; 191:1;192:1;193:1; 194:1;195:1;196:1; 197:1;198:1;199:1; 200:1;201:1;202:1; 203:1;204:1;205:1; 206:1;207:1,4,7; 208:1,6;209:1; 210:1;211:1;212:1; 213:1;214:1;215:1, 12;216:1;217:1; 218:1;219:1;220:1 22 (4) 143:13,25;145:10; 153:16 2235 (1) 114:6 2235.59 (1) 114:9 23 (1) 157:17 24 (3) 158:5,24;159:25 249 (8) 199:22;200:4,12; 201:14;202:3,19; 203:15;209:9 24th (1) 97:18 25 (6) 54:21;55:2; 155:18;169:4; 212:15;214:23 26 (10) 147:15,20;150:11; 152:4,25;153:3,4,15;
Y				
year (3) 180:2,3;181:11				
years (9) 32:25;33:14; 34:18;63:17;87:4; 127:25;163:9;207:2, 3				
Yep (1) 144:8				
Yesterday (4) 49:24;50:20,23; 51:2				
York (2) 5:12,12				
0				
000907 (1) 90:22				
000910 (1) 93:21				
07-5944 (1) 9:11				
1				
1 (11) 132:8;144:5; 151:21;152:4,21,23, 24;153:6;197:4,6; 199:5 1:03 (1) 111:25 1:56 (1) 113:4 10 (6) 63:16;95:13; 163:9;185:6;207:2,3 10:03 (1) 9:7 10:30 (2) 114:19;115:20 10:35 (1) 114:7 10153-0119 (1) 5:12 10th (1) 83:12 11 (214) 9:1;10:1;11:1; 12:1;13:1;14:1;15:1; 16:1;17:1;18:1;19:1; 20:1;21:1;22:1;23:1; 24:1;25:1;26:1;27:1; 28:1;29:1;30:1;31:1; 32:1;33:1;34:1;35:1; 36:1;37:1;38:1;39:1; 40:1;41:1;42:1;43:1;	11:06 (1) 58:15 11:30 (1) 58:18 11:38 (1) 65:11 11:39 (1) 65:14			

154:23;159:11 27 (5) 150:24;151:21; 152:22;153:13; 154:9 28 (1) 204:17 284 (2) 210:15,17 285 (1) 213:22 286 (2) 211:19,20 29th (3) 140:19;141:24; 156:21	119:11;120:4,22; 121:2;123:4;135:2,5 370 (4) 130:8,14;131:7; 145:10 371 (11) 139:24;140:3; 141:5;151:12,18; 219:4,6,11,17;220:2, 13 372 (10) 152:9,12;154:2, 20;219:7,14,19,21; 220:3,6 373 (11) 153:20;154:2,21; 157:4,10;219:9,14, 19,22;220:3,6 374 (9) 155:24;156:9; 158:18,21;219:4,6, 18;220:2,13 375 (1) 181:21 376 (3) 215:22;220:7,14 377 (1) 215:25 378 (1) 216:4 379 (1) 216:7 380 (2) 216:10;220:15 39 (4) 153:21;215:23; 216:8,11	190:24 5:33 (1) 215:18 5:44 (1) 215:21 50 (2) 190:24;191:21 58 (2) 146:25;147:18 59 (1) 32:16 6 6 (3) 151:21;160:3; 161:22 61 (1) 199:22 7 7 (1) 153:14 701 (1) 9:8 71 (3) 193:16,16,20 75 (1) 33:15 767 (1) 5:11 77 (1) 220:7 78 (1) 220:8 79 (1) 220:8 8 80 (1) 220:8 800 (1) 31:23 9 9 (5) 32:16;159:25; 188:21,21;190:25 90067 (1) 9:6 907 (2) 120:23;121:5 908 (11) 94:11;95:3;99:21; 104:5,16;106:14,16, 22;107:16;113:24; 114:4 909 (6) 90:23;100:4; 104:19;106:11,13;	110:15 910 (2) 31:23;134:10 911 (3) 120:23;121:5; 135:3 92 (4) 210:14,17;211:19; 213:21 93 (2) 211:19;212:24 941s (1) 21:7	
3				
3 (7) 95:22;96:25; 101:13;111:15; 120:21;153:14,15 3/20 (1) 114:9 3:15 (1) 150:7 3:24 (1) 155:12 3:36 (1) 155:15 30 (1) 109:2 30.90 (1) 120:6 30b6 (8) 14:5;16:8;58:3; 129:21;137:6;146:5, 22;179:9 31 (1) 194:19 31st (1) 142:12 32 (4) 152:5;153:2; 154:24;159:11 33 (16) 152:9,13,15;153:5, 9,20;154:24;157:5; 159:10;215:22,25; 216:4,7,10;219:7,8 366 (3) 15:23,24;16:3 367 (14) 89:14,18;90:22; 113:24,25;120:21; 121:2;134:3;217:6,9, 13,14;218:19,23 368 (6) 118:13;119:21; 120:22;121:2;134:9; 135:8 369 (7)	4 4 (9) 90:12,13,14; 95:22;96:5,5,25; 111:15;144:5 4:29 (1) 188:14 4:43 (1) 188:17 40 (11) 152:10,14,16; 153:21;154:24; 159:10;215:23; 216:2,5,8,11 45 (1) 215:15 4501 (1) 204:17 4th (1) 101:12 5 5 (1)			

EXHIBIT 59

Mario N. Alioto, Esq. (56433)
Lauren C. Russell, Esq. (241151)
TRUMP, ALIOTO, TRUMP & PRESCOTT, LLP
2280 Union Street
San Francisco, CA 94123
Telephone: (415) 563-7200
Facsimile: (415) 346-0679
malioto@tatp.com
lauren russell@tatp.com

Interim Lead Counsel for the Indirect Purchaser Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

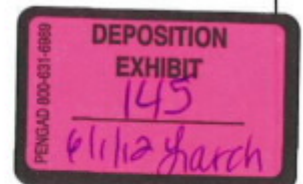
Master File No. CV-07-5944 SC

MDL No. 1917

This Document Relates to:

ALL INDIRECT PURCHASER ACTIONS

INDIRECT PURCHASER PLAINTIFFS'
RESPONSES TO DEFENDANT SAMSUNG SDI
CO., LTD.'S FIRST SET OF
INTERROGATORIES



PROPOUNDING PARTY: SAMSUNG SDI CO., LTD.

RESPONDING PARTY: INDIRECT PURCHASER PLAINTIFFS

SET NUMBER: ONE

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Indirect Purchaser Plaintiffs hereby respond and object to the First Set of Interrogatories propounded by Defendant Samsung SDI Co., Ltd. ("Defendant"), as set forth below.

PRELIMINARY STATEMENT

Each of the following responses is subject to all objections of and concerning relevance, materiality, and admissibility, as well as to all and any other objections on any ground requiring

1 exclusion of any response if introduced in Court. All evidentiary objections and grounds
2 accordingly are expressly reserved. Furthermore, Indirect Purchaser Plaintiffs' decision, now or
3 in the future, to provide information notwithstanding the objectionable nature of the
4 Interrogatories shall not be construed as: (a) an admission that they agree with any of
5 Defendant's definitions or characterizations contained therein, or (b) an admission that the
6 information sought likely will lead to the discovery of admissible evidence, or (c) an agreement
7 that requests for similar information will be treated in a similar manner.

8 For purposes of these Interrogatories, Indirect Purchaser Plaintiffs define the term "CRT
9 Products" as televisions and computer monitors containing CRTs.

10 Indirect Purchaser Plaintiffs' responses to the within First Set of Interrogatories are made
11 without prejudice to their right to introduce any or all evidence of any kind in this case.

12 The specific responses and objections set forth below are based upon information now
13 known. Indirect Purchaser Plaintiffs have not yet completed discovery or preparation for trial in
14 this case, and, therefore, reserve the right to amend, modify, or supplement any general or
15 specific objection or response.

16 Nothing in their responses to these Interrogatories shall be construed as an admission by
17 Indirect Purchaser Plaintiffs going to the competence, admissibility, relevance, or materiality of
18 any fact or document, or as an admission of the truth or accuracy of any characterization of any
19 information of any kind sought by these Interrogatories.

20 Indirect Purchaser Plaintiffs reserve their right to object to use of their responses herein,
21 or the subject matter thereof, on any ground in this or in any subsequent proceeding, including,
22 without limitation, the right to object on any ground at any time to the use of such responses in
23 any discovery procedures in this or any proceeding, and/or at trial.

24 The Indirect Purchaser Plaintiffs' responses to the Interrogatories are subject to the
25 provisions of the Stipulated Protective Order entered by the Court June 18, 2008 (Document
26 306) (the "Protective Order"). The Indirect Purchaser Plaintiffs' Interrogatory Responses hereby
27 are designated "Confidential" in accordance with the provisions of the Protective Order.

Each of the General Objections herein is considered applicable to and is hereby incorporated into each and every response by Plaintiffs to the Interrogatories, and each response is given without waiving any of the General Objections. The assertion of any General Objection in response to any Interrogatory should not be considered a waiver of the remaining General Objections. By making the responses herein, Plaintiffs do not concede that the information provided is relevant to the claims or defenses of any party or reasonably calculated to lead to the discovery of admissible evidence.

GENERAL OBJECTIONS

1. Indirect Purchaser Plaintiffs object to, and will not answer, the Interrogatories to the extent they seek discovery of information, legal analysis, and/or strategies concerning any Class Certification motion Indirect Purchaser Plaintiffs may file under Rule 23 of the Federal Rules of Civil Procedure. Such information, legal analysis, and/or strategies are protected from disclosure by the attorney-client privilege and/or the work-product doctrine.

2. Indirect Purchaser Plaintiffs object to, and will not answer, the Interrogatories to the extent Defendant intends or purports to impose obligations beyond those required or permitted by the Federal Rules of Civil Procedure and the Local Rules of the Northern District of California, or to the extent they are outside the scope of any order or opinion of this Court or of the Special Master, or contrary to any applicable rules of law.

3. Indirect Purchaser Plaintiffs object to, and will not answer, the Interrogatories to the extent they comprise premature "contention interrogatories," the answers to which are dependent on merits and/or expert discovery. Pursuant to Rule 33(a)(2) of the Federal Rules of Civil Procedure, Indirect Purchaser Plaintiffs, as necessary or appropriate, will respond to proper "contention interrogatories" after merits and expert discovery is complete, and/or after some other time as directed by the Court or Special Master. *See, e.g., In re Convergent Technologies Securities Litigation*, 108 F.R.D. 328, 336 N.D. Cal. 1985) ("There is considerable recent authority for the view that the wisest general policy is to defer propounding and answering

1 contention interrogatories until near the end of the discovery period.”); *In re eBay Seller*
2 *Antitrust Litigation*, No. C 07-1882 JF (RS), 2008 WL 5212170, at *1 (N.D. Cal. Dec. 11, 2008)
3 (“Courts using their Rule 33(a)(2) discretion generally disfavor contention interrogatories asked
4 before discovery is undertaken.”).

5 4. Indirect Purchaser Plaintiffs object to the Interrogatories, including the
6 Definitions and Instructions set forth therein, to the extent (a) they seek to elicit information
7 relating or referring to matters not raised by the pleadings, or (b) they seek to elicit information
8 that is not relevant to the claims or defenses of the parties to this action, or (c) they seek to elicit
9 information that is not within Indirect Purchaser Plaintiffs’ possession, custody, or control, or (d)
10 they seek to elicit information not reasonably calculated to lead to the discovery of admissible
11 evidence.

12 5. Indirect Purchaser Plaintiffs object to, and will not answer, the Interrogatories to
13 the extent they seek information protected by the attorney-client privilege, work-product
14 doctrine, or any other applicable privilege, protection, immunity, or rule (collectively,
15 “Privileged Information”), including, without limitation, information concerning
16 communications between Indirect Purchaser Plaintiffs’ attorneys, and/or between Indirect
17 Purchaser Plaintiffs and their attorneys, made during, or in anticipation of, litigation. Any
18 inadvertent disclosure of such information is not intended to, and shall not, constitute a general
19 or specific waiver, in whole or in part, of the foregoing privileges or immunities, or the subject
20 matter thereof. Relatedly, any inadvertent disclosure of such information is not intended to, nor
21 shall it, constitute a waiver of the right to object to any use of such information, and any such
22 disclosure shall be treated as specified in Rule 26(b)(5)(B) of the Federal Rules of Civil
23 Procedure.

24 6. Indirect Purchaser Plaintiffs object to, and will not answer, the Interrogatories to
25 the extent that (a) they seek the premature disclosure of expert material subject to Rule
26 26(a)(2)(C) of the Federal Rules of Civil Procedure, and/or (b) they seek disclosure of
27 information concerning any person or entity whom Indirect Purchaser Plaintiffs will not
28

1 designate as an opinion or other witness at trial.

2 7. Indirect Purchaser Plaintiffs object to the Interrogatories, including the
3 Definitions and Instructions set forth therein, to the extent they seek information that is equally
4 accessible to Defendant as it is to Indirect Purchaser Plaintiffs, or that has been provided by other
5 parties or witnesses.

6 8. Indirect Purchaser Plaintiffs object to the Interrogatories, including the
7 Definitions and Instructions set forth therein, to the extent they are cumulative to or duplicative
8 of other Interrogatories.

9 9. Indirect Purchaser Plaintiffs object to, and will not answer, the Interrogatories to
10 the extent that they seek confidential or proprietary business information and research.

11 10. Indirect Purchaser Plaintiffs object to the purported definition of the terms
12 "YOU" and "YOUR" because they are vague, ambiguous, overly broad, and unduly
13 burdensome, as they seek information that is neither relevant nor reasonably calculated to lead to
14 the discovery of admissible information. Responding further, Indirect Purchaser Plaintiffs object
15 to the inclusion of "agents, attorneys, representatives, or other persons acting or purporting to act
16 on behalf of the responding Plaintiff," within this Definition to the extent it purports to
17 encompass information that is protected by attorney-client privilege and/or work-product
18 doctrine, or any other applicable privilege, protection, immunity, or rule.

19 11. Indirect Purchaser Plaintiffs object to the purported definition of the term
20 "DOCUMENT" to the extent it attempts to impose burdens on them greater than or inconsistent
21 with those imposed by the Federal Rules of Civil Procedure or the Local Rules for the United
22 States District Court for the Northern District of California.

23 12. Indirect Purchaser Plaintiffs object to the purported definition of the term
24 "COMPLAINT" as overly broad to the extent it is construed to refer to any Complaint other than
25 Indirect Purchaser Plaintiffs' Second Consolidated Amended Complaint filed May 10, 2010 in
26 the United States District Court for the Northern District of California.

27 13. Indirect Purchaser Plaintiffs object to the Interrogatories, including the
28

1 Definitions and Instructions set forth therein, to the extent they purport to require Indirect
 2 Purchaser Plaintiffs to identify documents supportive of a response on the ground that any such
 3 information is subject to the attorney-client privilege and/or work product doctrine at this stage
 4 of this case.

5 14. Indirect Purchaser Plaintiffs object to the Interrogatories, including the
 6 Definitions and Instructions set forth therein, to the extent any one or more or all of them assume
 7 disputed facts or legal conclusions. Any response or objection herein is without prejudice to this
 8 objection and Indirect Purchaser Plaintiffs' right to dispute such purported facts or legal
 9 conclusions.

10 **SPECIFIC OBJECTIONS AND RESPONSES**

11 **INTERROGATORY NO. 1:**

12 IDENTIFY all PERSONS who participated or assisted in the preparation of YOUR
 13 responses to these interrogatories.

14 **RESPONSE NO. 1:**

15 In addition to their General Objections listed above, Indirect Purchaser Plaintiffs object to
 16 Interrogatory No. 1 because it calls for the disclosure of privileged information, including
 17 without limitation, information subject to the attorney-client privilege and/or the work product
 18 doctrine. Indirect Purchaser Plaintiffs also object to Interrogatory No. 1 because it seeks
 19 information that is neither relevant nor reasonably calculated to lead to the discovery of
 20 admissible evidence.

21 Subject to and without waving the objections stated above, Indirect Purchaser Plaintiffs
 22 respond by referring to Group Exhibit A-1 through A-30, annexed hereto, which represents their
 23 current best efforts to supply the information requested.

24 **INTERROGATORY NO. 2:**

25 Separately identify each acquisition of a CRT upon which YOU base any claim in this
 26 action, including without limitation the date and place of acquisition, the type and manufacturer
 27 of each CRT acquired, and the IDENTITY of each PERSON involved in the acquisition and the
 28

1 time period and nature of each PERSON'S involvement.

2 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
3 YOUR response.

4 **RESPONSE NO. 2:**

5 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
6 Interrogatory No. 2 because the term "acquisition" is vague, ambiguous, and overly broad.

7 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
8 respond by stating that they purchased CRT Products containing CRTs. Responding further,
9 Indirect Purchaser Plaintiffs refer to Group Exhibit B-1 through B-30, which represents their
10 current best efforts to supply the information requested.

11 **INTERROGATORY NO. 3:**

12 Separately identify each acquisition of a CRT PRODUCT upon which YOU base any
13 claim in this action, including without limitation the date and place of acquisition, the type and
14 manufacturer of each CRT PRODUCT acquired, and the IDENTITY of each PERSON involved
15 in the acquisition and the time period and nature of each PERSON'S involvement.

16 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
17 YOUR response.

18 **RESPONSE NO. 3:**

19 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
20 Interrogatory No. 3 because the term "acquisition" is vague, ambiguous, and overly broad.

21 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
22 respond by stating that they purchased CRT Products containing CRTs. Responding further,
23 Indirect Purchaser Plaintiffs refer to Group Exhibit B-1 through B-30, which represents their
24 current best efforts to supply the information requested.

25 **INTERROGATORY NO. 4:**

26 For each acquisition of a CRT identified in Interrogatory No. 2, state all terms and
27 conditions that were a part of the acquisition, including without limitation all terms and
28

1 conditions RELATING TO pricing, taxes, tariffs, duties, freight charges, or any other fees paid
2 by any PERSON in connection with the acquisition.

3 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
4 YOUR response.

5 **RESPONSE NO. 4:**

6 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
7 Interrogatory No. 4 because the term “acquisition” is vague, ambiguous, and overly broad.

8 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
9 respond by referring to Group Exhibit B-1 through B-30, which represents their current best
10 efforts to supply the information requested.

11 **INTERROGATORY NO. 5:**

12 For each acquisition of a CRT PRODUCT identified in Interrogatory No. 3, state all
13 terms and conditions that were a part of the acquisition, including without limitation all terms
14 and conditions RELATING TO pricing, taxes, tariffs, duties, freight charges, or any other fees
15 paid by any PERSON in connection with the acquisition.

16 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
17 YOUR response.

18 **RESPONSE NO. 5:**

19 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
20 Interrogatory No. 5 because the term “acquisition” is vague, ambiguous, and overly broad.

21 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
22 respond by referring to Group Exhibit B-1 through B-30, which represents their current best
23 efforts to supply the information requested.

24 **INTERROGATORY NO. 6:**

25 For each acquisition of a CRT identified in Interrogatory No. 2, state whether the CRT
26 was acquired as part of a system or other bundled product (e.g., a CRT computer monitor
27 acquired in conjunction with a computer, keyboard, speakers, warranty, service plan, or other
28

1 services) and, if so, the value of each component of such system or bundled product.

2 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
3 YOUR response.

4 **RESPONSE NO. 6:**

5 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
6 Interrogatory No. 6 because (a) the term “acquisition” and the phrase “acquired as part of a
7 system or other bundled product (e.g., a CRT computer monitor acquired in conjunction with a
8 computer, keyboard, speakers, warranty, service plan, or other services)” are vague, ambiguous,
9 overly broad, and unduly burdensome, and (b) it seeks information that is neither relevant nor
10 reasonably calculated to lead to the discovery of admissible evidence. Responding further, to the
11 extent Defendant seeks discovery related to “the value of each component of such system or
12 bundled product,” Indirect Purchaser Plaintiffs also object to Interrogatory No. 6 because it (a)
13 prematurely seeks to elicit prior to merits discovery legal theories, analysis, and other matters on
14 which opinion testimony may be required at trial, (b) purports to require a layperson to provide
15 answers on matters as to which opinion testimony may be required at trial, and (c) calls for legal
16 conclusions and compels the assumption of facts not yet in evidence, and (d) prematurely seeks
17 disclosure of expert material subject to Rule 26(a)(2)(C) of the Federal Rules of Civil Procedure.

18 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
19 respond by referring to Group Exhibit B-1 through B-30, which represents their current best
20 efforts to supply the information requested.

21 **INTERROGATORY NO. 7:**

22 For each acquisition of a CRT PRODUCT identified in Interrogatory No. 3, state whether
23 the CRT PRODUCT was acquired as part of a system or other bundled product (e.g., a CRT
24 computer monitor acquired in conjunction with a computer, keyboard, speakers, warranty,
25 service plan, or other services) and, if so, the value of each component of such system or bundled
26 product.

27 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
28

1 YOUR response.

2 **RESPONSE NO. 7:**

3 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
 4 Interrogatory No. 7 because (a) the term “acquisition” the phrase “acquired as part of a system or
 5 other bundled product (e.g., a CRT computer monitor acquired in conjunction with a computer,
 6 keyboard, speakers, warranty, service plan, or other services)” are vague, ambiguous, overly
 7 broad, and unduly burdensome, and (b) it seeks information that is neither relevant nor
 8 reasonably calculated to lead to the discovery of admissible evidence. Responding further, to the
 9 extent Defendant seeks discovery related to “the value of each component of such system or
 10 bundled product,” Indirect Purchaser Plaintiffs also object to Interrogatory No. 7 because it (a)
 11 prematurely seeks to elicit prior to merits discovery legal theories, analysis, and other matters on
 12 which opinion testimony may be required at trial, (b) purports to require a layperson to provide
 13 answers on matters as to which opinion testimony may be required at trial, and (c) calls for legal
 14 conclusions and compels the assumption of facts not yet in evidence, and (d) prematurely seeks
 15 disclosure of expert material subject to Rule 26(a)(2)(C) of the Federal Rules of Civil Procedure.

16 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
 17 respond by referring to Group Exhibit B-1 through B-30, which represents their current best
 18 efforts to supply the information requested.

19 **INTERROGATORY NO. 8:**

20 For each acquisition of a CRT identified in Interrogatory No. 2, identify any warranties,
 21 servicing plans or agreements, membership rewards, or other benefits received by YOU
 22 RELATING TO the acquisition.

23 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
 24 YOUR response.

25 **RESPONSE NO. 8:**

26 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
 27 Interrogatory No. 8 because (a) the terms “servicing plans or agreements, membership rewards,
 28

1 or other benefits” are vague, ambiguous, and overly broad, and (b) it seeks information that is
2 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

3 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
4 respond by referring to Group Exhibit B-1 through B-30, which represents their current best
5 efforts to supply the information requested.

6 **INTERROGATORY NO. 9:**

7 For each acquisition of a CRT PRODUCT identified in Interrogatory No. 3, identify any
8 warranties, servicing plans or agreements, membership rewards, or other benefits received by
9 YOU RELATING TO the acquisition.

10 As part of YOUR response, IDENTIFY each DOCUMENT that YOU contend supports
11 YOUR response.

12 **RESPONSE NO. 9:**

13 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
14 Interrogatory No. 9 because (a) the terms “servicing plans or agreements, membership rewards,
15 or other benefits” are vague, ambiguous, and overly broad, and (b) it seeks information that is
16 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

17 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
18 respond by referring to Group Exhibit B-1 through B-30, which represents their current best
19 efforts to supply the information requested.

20 **INTERROGATORY NO. 10:**

21 Identify the purpose(s) for which YOU acquired each CRT during the RELEVANT
22 PERIOD, including without limitation whether the CRT was acquired for resale and, if so,
23 whether and under what terms and conditions it was resold.

24 **RESPONSE NO. 10:**

25 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
26 Interrogatory No. 10 because it seeks information that is neither relevant nor reasonably
27 calculated to lead to the discovery of admissible evidence.

1 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
2 respond by stating that they indirectly purchased CRT Products containing CRTs for their own
3 use and not for resale.

4 **INTERROGATORY NO. 11:**

5 Identify the purpose(s) for which YOU acquired each CRT PRODUCT during the
6 RELEVANT PERIOD, including without limitation whether the CRT PRODUCT was acquired
7 for resale and, if so, whether and under what terms and conditions it was resold.

8 **RESPONSE NO. 11:**

9 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
10 Interrogatory No. 11 because it seeks information that is neither relevant nor reasonably
11 calculated to lead to the discovery of admissible evidence.

12 Subject to and without waiving the objections stated above, Indirect Purchaser Plaintiffs
13 respond by stating that they indirectly purchased CRT Products containing CRTs for their own
14 use and not for resale.

15 **INTERROGATORY NO. 12:**

16 IDENTIFY all PERSONS with knowledge of the factors that influenced each of YOUR
17 decisions to acquire or not to acquire CRTs during the RELEVANT PERIOD.

18 **RESPONSE NO. 12:**

19 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
20 Interrogatory No. 12 because (a) it seeks information that is neither relevant nor reasonably
21 calculated to lead to the discovery of admissible evidence, and (b) it is harassing and invasive.

22 **INTERROGATORY NO. 13:**

23 IDENTIFY all PERSONS with knowledge of the factors that influenced each of YOUR
24 decisions to acquire or not to acquire CRT PRODUCTS during the RELEVANT PERIOD.

25 **RESPONSE NO. 13:**

26 In addition to the General Objections listed above, Indirect Purchaser Plaintiffs object to
27 Interrogatory No. 13 because (a) it seeks information that is neither relevant nor reasonably
28

1 calculated to lead to the discovery of admissible evidence, and (b) it is harassing and invasive.

2 **INTERROGATORY NO. 14:**

3 IDENTIFY all trade publications, advertisements, or news articles RELATING TO the
4 price or product features of CRTs that YOU reviewed during the RELEVANT PERIOD.

5 **RESPONSE NO. 14:**

6 In addition to their General Objections listed above, Indirect Purchaser Plaintiffs object to
7 Interrogatory No. 14 because it seeks information that is neither relevant nor reasonably
8 calculated to lead to the discovery of admissible evidence.

9 **INTERROGATORY NO. 15:**

10 IDENTIFY all trade publications, advertisements, or news articles RELATING TO the
11 price or product features of CRT PRODUCTS that YOU reviewed during the RELEVANT
12 PERIOD.

13 **RESPONSE NO. 15:**

14 In addition to their General Objections listed above, Indirect Purchaser Plaintiffs object to
15 Interrogatory No. 15 because it seeks information that is neither relevant nor reasonably
16 calculated to lead to the discovery of admissible evidence.

17 **INTERROGATORY NO. 16:**

18 State whether, at any time during the RELEVANT PERIOD, YOU elected to acquire a
19 non-CRT television or computer monitor instead of a CRT PRODUCT and, if so, identify
20 YOUR reasons for making each such acquisition.

21 **RESPONSE NO. 16:**

22 In addition to their General Objections listed above, Indirect Purchaser Plaintiffs object to
23 Interrogatory No. 16 because it seeks information that is neither relevant nor reasonably
24 calculated to lead to the discovery of admissible evidence.

1
2 Dated: July 7, 2010

By: /s/ Mario N. Alioto

3 Mario N. Alioto (56433)
4 Lauren C. Russell (241151)
5 TRUMP, ALIOTO, TRUMP & PRESCOTT, LLP
6 2280 Union Street
7 San Francisco, CA 94123
8 Telephone: (415) 563-7200
9 Facsimile: (415) 346-0679
10 malioto@tatp.com
11 lauren russell@tatp.com

12 *Interim Lead Counsel for the*
13 *Indirect Purchaser Plaintiffs*
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Produced on 9/7/11

SAMSUNG EXHIBIT A1

PLAINTIFF JERRY COOK

Mr. Cook's claims have been dismissed.

Produced on 9/7/11

SAMSUNG EXHIBIT A2

PLAINTIFF BRIAN LUSCHER

Brian Luscher
5030 W. Laredo St.
Chandler, AZ 85226

Thomas G. Stack
RYLEY, CARLOCK & APPLEWHITE
One North Central Avenue, Suite 1200
Phoenix, AZ 85004-4417

Robert J. Gralewski, Jr.
KIRBY McINERNY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A3

PLAINTIFF JEFFREY FIGONE

Jeffrey Figone
370 School Road
Novato, CA 94945

Joseph M. Patane
TRUMP, ALIOTO, TRUMP & PRESCOTT LLP
2280 Union Street
San Francisco, CA 94123

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A4

PLAINTIFF CARMEN GONZALEZ

Carmen Gonzalez
139 Seawell Court
San Jose, CA 94318

Marwa Elzankaly
McMANIS FAULKNER
50 W. Fernando Street, 10th Floor
San Jose, CA 95113

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A5

PLAINTIFF DANA ROSS

Dana Ross
664 San Andres Circle
Thousand Oaks, CA 91360

Susan Kupfer
GLANCY, BINKOW & GOLDBERG LLP
One Embarcadero Center, Suite 760
San Francisco, CA 94111

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A6

PLAINTIFF STEVEN GANZ

Steven Ganz

Adam Belsky
GROSS & BELSKY, LLP
180 Montgomery Street, Suite 2200
San Francisco, CA 94104

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A7

PLAINTIFF BRADY LANE COTTON

Brady Lane Cotton
10302 Venitia Real Avenue
Apt. 108
Tampa, FL 33647

Robert G. Methvin, Jr.
McCALLUM, METHVIN & TERRELL, P.C.
2201 Arlington Avenue South
Birmingham, AL 35305

Robert J. Gralewski, Jr.
KIRBY McINERNY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A8

PLAINTIFF COLLEEN SOBOTKA

Colleen Sobotka
1716 Bennett's End
Ft. Walton Beach, FL 32547

Robert G. Methvin, Jr.
McCALLUM, METHVIN & TERRELL, P.C.
2201 Arlington Avenue South
Birmingham, AL 35305

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A9

PLAINTIFF DANIEL RIEBOW

Daniel Riebow
3155 Oahu Avenue
Honolulu, HI 96822

Jeff Crabtree
LAW OFFICES OF JEFF CRABTREE
820 Mililani Street, Suite 701
Honolulu, Hawaii 96813

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A10

PLAINTIFF TRAVIS BURAU

Travis Burau
6803 Inwood Lane NE
Cedar Rapids, IA 52402

David Syrios
ADEMI & O'REILLY
3620 East Layton Ave.
Cudahy, WI 53110

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A11

PLAINTIFF SOUTHERN OFFICE SUPPLY

Tony McKee
417 N. Kansas Avenue
Liberal, KS 67901

Shirla McQueen & Christine M. Larson
SHARP MCQUEEN, P.A.
419 N. Kansas
Liberal, KS 67901

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A12

PLAINTIFF CHAD KLEBS

Chad Klebs
17630 Isleton Avenue West
Lakeville, MN 55044

Qienwei Fu
ZELLE, HOFMANN, VOELBEL & MASON, LLP
44 Montgomery Street, Suite 3400
San Francisco, CA 94104

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A13

PLAINTIFF DAVID NORBY

David Norby
869 South McKnight Road
St. Paul, MN 55119

Seymour Mansfield
MANSFIELD, TANICK & COHEN, P.A.
220 South Sixth Street
Minneapolis, MN 55402

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A14

PLAINTIFF RYAN RIZZO

Ryan Rizzo
15113 Fanning Drive North
Hugo, MN 55038

David Syrios
ADEMI & O'REILLY
3620 East Layton Ave.
Cudahy, WI 53110

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A15

PLAINTIFF CHARLES JENKINS

Charles Jenkins
Box 55
Caledonia, MS 39740

Robert G. Methvin, Jr.
McCALLUM, METHVIN & TERRELL, P.C.
2201 Arlington Avenue South
Birmingham, AL 35305

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A16

PLAINTIFF DANIEL HERGERT

Daniel Hergert
7350 Canyon Road
Lincoln, NE 68516

Lawrence Papale
LAW OFFICES OF LAWRENCE G. PAPALE
1308 Main Street #117
St. Helena, CA 94574

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A17

PLAINTIFF SAMUEL NASTO

Samuel Nasto
9100 Ironstone Avenue
Las Vegas, Nevada 89143

Robert Gerard
GERARD & ASSOCIATES, LLP
1516 Front Street
San Diego, CA 92101

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A18

PLAINTIFF CRAIG STEPHENSON

Craig Stephenson
1331 Park Avenue S.W.
Unit 410
Albuquerque, NM 87102

Lawrence Papale
LAW OFFICES OF LAWRENCE G. PAPALE
1308 Main Street #117
St. Helena, CA 94574

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A19

PLAINTIFF GARY HANSON

Gary Hanson
1202 – 27th Street South Suite A
Fargo, ND 58103

Joel Flom
JEFFRIES, OLSON & FLOM, P.A.
1202 27th Street South Suite A
Fargo, N.D. 58103

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A20

PLAINTIFF DONNA MARIE ELLINGSON

Donna Ellingson
210 S. Canyon Road
Rapid City, SD 57702

Eric J. Pickar
BANGS, McCULLEN, BUTLER, FOYE & SIMMONS, LLP
333 West Boulevard, Suite 400
P.O. Box 2670
Rapid City, SD 57709-2670

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A21

PLAINTIFF FRANK WARNER

Frank Warner
1039 Lake Rest Rd
Proctor, AR 72376-9510

Lawrence Papale
LAW OFFICES OF LAWRENCE G. PAPALE
1308 Main Street #117
St. Helena, CA 94574

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A22

PLAINTIFF ALBERT SIDNEY CRIGLER

Albert Sidney Crigler
303 Salem Court
Franklin, TN 37064

Brent Irby & Eric Hoagland
McCALLUM, HOAGLAND, COOK & IRBY, LLP
905 Montgomery Street, Suite 201
Vestavia Hills, AL 35216

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A23

PLAINTIFF MARGARET SLAGLE

Margaret Slagle
14 Hideaway Lane
Williston, VT 05495

Mary G. Kirkpatrick
KIRKPATRICK & GOLDSBOROUGH, PLLC
Lakewood Commons
1233 Shelburne Road, Suite E-1
South Burlington, VT 05401

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A24

PLAINTIFF JOHN LARCH

John Larch
113 Sharon Drive
Weirton, WV 26062

Michael G. Simon
FRANKOVITCH, ANETAKIS, COLANTONIO & SIMON
337 Penco Road
Weirton, WV 26062

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT A25

PLAINTIFF BRIGID TERRY

Brigid Terry
510 Oakland Avenue
Janesville, WI 53545

Seymour Mansfield
MANSFIELD, TANICK & COHEN, P.A.
220 South Sixth Street
Minneapolis, MN 55402

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022

Produced on 9/7/11

SAMSUNG EXHIBIT B1

PLAINTIFF JERRY COOK

Mr. Cook's claims have been dismissed.

Produced on 9/7/11

SAMSUNG EXHIBIT B2

PLAINTIFF BRIAN LUSCHER

1. **CRT PRODUCT:** Philips HDTV
2. **DATE OF PURCHASE:** 8/15/01
3. **LOCATION of PURCHASE:** Costco Wholesale – Tempe, Arizona
4. **PERSONS INVOLVED IN PURCHASE:** Brian Luscher (plaintiff)
5. **PRICE:** \$549.99
6. **TAXES/FEES:** \$44.55
7. **BUNDLE:** Not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000014.

Produced on 9/7/11

SAMSUNG EXHIBIT B3

PLAINTIFF JEFFREY FIGONE

1. CRT PRODUCT:

- a. Sharp television – Model Number: 13K-M100
- b. Panasonic television – Model Number: C1332W

2. DATE OF PURCHASE:

- a. 1999 or 2000
- b. 2002 or 2003

3. LOCATION of PURCHASE:

- a. Target
- b. Target

4. PERSONS INVOLVED IN PURCHASES: Jeffrey Figone (plaintiff)

5. PRICE:

- a. Not available.
- b. Not available.

6. TAXES/FEES: The standard sales tax was applied to the purchases of the televisions.

7. BUNDLE: Neither of the televisions were purchased as part of a bundle or system.

8. WARRANTIES: None other than any standard manufacturers' warranties.

9. PURPOSE of PURCHASE: Personal use.

See also CRT000000157-167.

Produced on 9/7/11

SAMSUNG EXHIBIT B4

PLAINTIFF CARMEN GONZALEZ

1. **CRT PRODUCT:** Hitachi television - S/N: 61SBX59B
2. **DATE OF PURCHASE:** 12/20/1999
3. **LOCATION of PURCHASE:** Circuit City, 5353 Almaden Expy, San Jose, CA 95118
4. **PERSONS INVOLVED IN PURCHASE:** Carmen Gonzalez (plaintiff)
5. **PRICE:** \$2,250 (approximate)
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** The television was purchased along with a two-year warranty for \$294.99. This warranty was extended every two years until Circuit City ceased business operations.
9. **PURPOSE of PURCHASE:** Personal use.

See also 000019-27 and CRT000419-496.

Produced on 9/7/11

SAMSUNG EXHIBIT B5

PLAINTIFF DANA ROSS

1. **CRT PRODUCT:**
 - a. Panasonic 21" Television
 - b. Panasonic 35" Television
2. **DATE OF PURCHASE:** Both televisions were purchased in 2004.
3. **LOCATION of PURCHASE:** Both televisions were purchased at the Panasonic store at Universal Studios, Hollywood.
4. **PERSONS INVOLVED IN PURCHASE:** Dana Ross (plaintiff)
5. **PRICE:**
 - a. \$150 (approximately)
 - b. \$600-650 (approximately)
6. **TAXES/FEES:** The standard sales tax was applied to the purchases of the televisions.
7. **BUNDLE:** Neither television was purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000054-59 and CRT000562.

Produced on 9/7/11

SAMSUNG EXHIBIT B6

PLAINTIFF STEVEN GANZ

1. CRT PRODUCT:

- a. 27" Phillips Television
- b. 27" Toshiba Television

2. DATE OF PURCHASE:

- a. May 22, 2001
- b. May 2, 2005

3. LOCATION of PURCHASE:

- a. Costco Wholesale – El Camino #475, South San Francisco, California
- b. Best Buy - Colma, California

4. PERSONS INVOLVED IN PURCHASE: Steven Ganz (plaintiff)

5. PRICE:

- a. \$279.99
- b. \$329.99

6. TAXES/FEES: The standard sales tax was applied to the purchase of the televisions.

7. BUNDLE: Neither television was purchased as part of a bundle or system.

8. WARRANTIES: None other than any standard manufacturers' warranties.

9. PURPOSE of PURCHASE: Personal use.

See also CRT000239-371.

Produced on 9/7/11

SAMSUNG EXHIBIT B7

PLAINTIFF BRADY LANE COTTON

1. **CRT PRODUCT:** Magnavox Television
2. **DATE OF PURCHASE:** 2005
3. **LOCATION of PURCHASE:** Either Best Buy or Walmart
4. **PERSONS INVOLVED IN PURCHASE:** Brady Lane Cotton (plaintiff) and Amy Cotton (plaintiff's wife)
5. **TAXES/FEEs:** The standard sales tax was applied to the purchase of the television.
6. **PRICE:** Not available.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000009-13.

Produced on 9/7/11

SAMSUNG EXHIBIT B8

PLAINTIFF COLLEEN SOBOTKA

1. CRT PRODUCT:

- a. Sharp television
- b. JVC television

2. DATE OF PURCHASE:

- a. 2004
- b. 2000 or 2001

3. LOCATION of PURCHASE:

- a. Eglin Air Force Exchange - Eglin Air Force Base
- b. Hurlburt Exchange - Hurlburt Field, Florida

4. PERSONS INVOLVED IN PURCHASES: Colleen Sobotka (plaintiff)

5. PRICE:

- a. Not available.
- b. Not available.

6. TAXES/FEES: No taxes or fees were applied to the purchase of either television.

7. BUNDLE: Neither television was purchased as part of a bundle or system.

8. WARRANTIES: None other than any standard manufacturers' warranties.

9. PURPOSE of PURCHASE: Personal use.

See also CRT000046-50.

Produced on 9/7/11

SAMSUNG EXHIBIT B9

PLAINTIFF DANIEL RIEBOW

1. **CRT PRODUCT:** Panasonic 27" television
2. **DATE OF PURCHASE:** 4/22/04
3. **LOCATION of PURCHASE:** Sears, Ala Moana Store, Hawaii
4. **PERSONS INVOLVED IN PURCHASE:** Daniel Riebow (plaintiff)
5. **PRICE:** \$233.89
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** There was an extended warranty in connection with the purchase of this television.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000063-70.

Produced on 9/7/11

SAMSUNG EXHIBIT B10

PLAINTIFF TRAVIS BURAU

1. **CRT PRODUCT:** TruTech television
2. **DATE OF PURCHASE:** Approximately 2006
3. **LOCATION of PURCHASE:** Target - Cedar Rapids, IA
4. **PERSONS INVOLVED IN PURCHASE:** Travis Burau (plaintiff)
5. **PRICE:** \$200 (approximately)
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000372.

Produced on 9/7/11

SAMSUNG EXHIBIT B11

PLAINTIFF SOUTHERN OFFICE SUPPLY

1. CRT PRODUCT:

- a. AOC computer monitor – S/N: P7732OROSBTBD
- b. GEM computer monitor –S/N: GRNAM94329767
- c. GEM computer monitor - S/N: GRNAM94329488
- d. KDS computer monitor - S/N: 6XB1C19162
- e. AOC computer monitor – S/N: D761VACOSPN2
- f. AOC computer monitor – S/N: D760TACOSPNB
- g. ORION computer monitor – S/N: Unknown

2. DATE OF PURCHASE:

- a. 2/02/2000
- b. 3/17/2000
- c. 3/31/2000
- d. 5/22/2000
- e. 11/16/2000
- f. 2/13/2003
- g. 4/24/2003

3. LOCATION of PURCHASE: All computer monitors were purchased from Elite Technology, Inc. in Kansas City, Kansas.

4. PERSONS INVOLVED IN PURCHASE: Tony McKee (owner of Southern Office Supply)

5. PRICE:

- a. \$183.00
- b. \$189.00
- c. \$189.00
- d. \$181.00
- e. \$163.00
- f. \$119.00
- g. \$98.00

6. TAXES/FEES: There were no taxes or fees applied to any purchase of the computer monitors. Freight charges were paid COD.

7. BUNDLE: Except as to the Orion computer monitor, all other monitors were purchased separately and not as part of a bundle or system. The Orion computer monitor (g) was purchased as part of a bundled system.

Produced on 9/7/11

8. **WARRANTIES:** All parts had a 1 year warranty except CPU parts had 25 days excluding physical damage.

9. **PURPOSE of PURCHASE:** Use within business and not for resale.

See also CRT000222-238.

Produced on 9/7/11

SAMSUNG EXHIBIT B12

PLAINTIFF CHAD KLEBS

1. **CRT PRODUCT:** Insignia Television – M/N: IS-TV040920; S/N: T18527147
2. **DATE OF PURCHASE:** 6/05
3. **LOCATION of PURCHASE:** Best Buy - Omaha, Nebraska
4. **PERSONS INVOLVED IN PURCHASES:** Chad Klebs (plaintiff)
5. **PRICE:** Not available.
6. **TAXES/FEEs:** The standard sales taxes were applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000028-35.

Produced on 9/7/11

SAMSUNG EXHIBIT B13

PLAINTIFF DAVID NORBY

1. **CRT PRODUCT:** Magnavox television – S/N: YA1A0634025035
2. **DATE OF PURCHASE:** 1/06
3. **LOCATION of PURCHASE:** Target
4. **PERSONS INVOLVED IN PURCHASE:** David Norby (plaintiff)
5. **PRICE:** Not available.
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000015-16 and CRT000071-72.

Produced on 9/7/11

SAMSUNG EXHIBIT B14

PLAINTIFF RYAN RIZZO

1. **CRT PRODUCT:** Toshiba television – S/N: 80664856
2. **DATE OF PURCHASE:** Approximately 1998
3. **LOCATION of PURCHASE:** Best Buy – Iowa City, Iowa
4. **PERSONS INVOLVED IN PURCHASE:** Ryan Rizzo (plaintiff)
5. **PRICE:** \$700 (approximately)
6. **TAXES/FEEs:** The standard sales tax was applied to the purchases of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000214-216.

Produced on 9/7/11

SAMSUNG EXHIBIT B15

PLAINTIFF CHARLES JENKINS

1. **CRT PRODUCT:**
 - a. Durabrand 12" television
 - b. Packard Bell computer monitor
2. **DATE OF PURCHASE:**
 - a. 6/05
 - b. 11/99
3. **LOCATION of PURCHASE:**
 - a. Walmart – Columbus, Mississippi
 - b. Rex's – Columbus, Mississippi
4. **PERSONS INVOLVED IN PURCHASE:**
 - a. Charles Jenkins (plaintiff) & Margie Canon (plaintiff's girlfriend at the time)
 - b. Charles Jenkins (plaintiff) & Angie Jenkins (plaintiff's former wife)
5. **PRICE:**
 - a. Not available.
 - b. Not available.
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television and the computer monitor.
7. **BUNDLE:** The television was not purchased as part of a bundle or system. The computer monitor was purchased as part of a bundle.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000036-45.

Produced on 9/7/11

SAMSUNG EXHIBIT B16

PLAINTIFF DANIEL HERGERT

1. **CRT PRODUCT:** Panasonic television – S/N: LC02570860
2. **DATE OF PURCHASE:** 2000
3. **LOCATION of PURCHASE:** Best Buy – Lincoln, Nebraska
4. **PERSONS INVOLVED IN PURCHASE:** Daniel Hergert (plaintiff)
5. **PRICE:** Not available.
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranty.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000060-62.

Produced on 9/7/11

SAMSUNG EXHIBIT B17

PLAINTIFF SAMUEL NASTO

1. **CRT PRODUCT:** Panasonic 42" Cinema Vision television
2. **DATE OF PURCHASE:** 2/19/2003
3. **LOCATION of PURCHASE:** Circuit City – Las Vegas, Nevada
4. **PERSONS INVOLVED IN PURCHASE:** Samuel Nasto (plaintiff)
5. **PRICE:** \$1,469.98
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
7. **BUNDLE:** The television was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000217-221.

Produced on 9/7/11

SAMSUNG EXHIBIT B18

PLAINTIFF CRAIG STEPHENSON

1. **CRT PRODUCT:** MAG Technology computer monitor – S/N: FXHA 1709 1973U
2. **DATE OF PURCHASE:** 5/20/01
3. **LOCATION of PURCHASE:** Best Buy, 338 W, Albuquerque, New Mexico
4. **PERSONS INVOLVED IN PURCHASE:** Craig Stephenson (plaintiff)
5. **PRICE:** \$57.13 (including tax)
6. **TAXES/FEES:** The standard sales tax was applied to the purchase of the computer monitor.
7. **BUNDLE:** The computer monitor was not purchased as part of a bundle or system.
8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000051-53.

Produced on 9/7/11

SAMSUNG EXHIBIT B19

PLAINTIFF GARY HANSON

1. CRT PRODUCT:

- a. RCA Television - S/N: S536412180
- b. Toshiba Television - S/N: A2468602D
- c. RCA Television - S/N: D384C72C7
- d. Dell Computer Monitor - Model Number E772c; S/N: CN 09M556-64180-317-03YX
- e. Dell Computer Monitor - Model Number E772c; S/N: CN 09M556-64180-338-006R

2. DATE OF PURCHASE:

- a. 1995
- b. November or December 2002
- c. 2003
- d. April 2003
- e. April 2003

3. LOCATION of PURCHASE:

- a. Best Buy - Fargo, North Dakota
- b. Target/Best Buy/Wal-Mart - Fargo, North Dakota
- c. Target - Fergus Falls, Minnesota
- d. Dell
- e. Dell

4. PERSONS INVOLVED IN PURCHASE: Gary Hanson (plaintiff)

5. PRICE:

- a. Not available
- b. Not available
- c. Not available
- d. \$770.00 (including computer and other items)
- e. \$770.00 (including computer and other items)

6. TAXES/FEES: The standard sales tax was applied to the purchases of the televisions. Mr. Hanson was charged \$7.41 in taxes in connection with each monitor purchase.

7. BUNDLE: None of the televisions were purchased as part of a bundle or system. Both computer monitors were part of a bundle.

Produced on 9/7/11

8. **WARRANTIES:** For the televisions, none other than any standard manufacturers' warranties. The computer monitors came with a 1 year limited warranty, and Mr. Hanson received a \$100 rebate in connection with both monitor purchases.

9. **PURPOSE of PURCHASE:** Personal use.

See also CRT000106-156 and CRT000497-504.

Produced on 9/7/11

SAMSUNG EXHIBIT B20

PLAINTIFF DONNA MARIE ELLINGSON

1. CRT PRODUCT:

- a. e-Machines computer monitor
- b. 25" Sharp television
- c. 27" Sharp television

2. DATE OF PURCHASE:

- a. 3/6/04
- b. 11/9/97
- c. 10/18/99

3. LOCATION of PURCHASE:

- a. Best Buy – Rapid City, South Dakota
- b. Rex TV & Appliance – Rapid City, SD
- c. Rex TV & Appliance – Rapid City, SD

4. PERSONS INVOLVED IN PURCHASE: With respect to the computer monitor purchase: Donna Ellingson (plaintiff) & Russ Penning (plaintiff's friend). With respect to the television purchases: Donna Ellingson (plaintiff).

5. PRICE:

- a. \$209.99
- b. \$306.34 (including tax)
- c. \$348.69 (including tax)

6. TAXES/FEES: The standard sales tax was applied to all purchases.

7. BUNDLE: Neither of the televisions were purchased as part of a bundle or system. The computer monitor was part of a bundle.

8. WARRANTIES: Ms. Ellingson received Best Buy Reward Points for her purchase of the e-Machines computer. She does not recall any other specific warranties (other than any standard manufacturers' warranties), servicing plans or agreements, membership rewards, or other benefits received relating to this acquisition. She does not recall if she ever utilized the rewards points. Ms. Ellingson also received a \$100 rebate on the monitor. With respect to the televisions, there were no warranties other than any standard manufacturers' warranties.

9. PURPOSE of PURCHASE: Personal use.

See also CRT000075-103 and CRT000525-561.

Produced on 9/7/11

SAMSUNG EXHIBIT B21

PLAINTIFF FRANK WARNER

1. CRT PRODUCT:

- a. Compaq V720 computer monitor -- S/N: 208CL26EC596
- b. Pixie 15" computer monitor - S/N: czc00807130
- c. Pixie 15" computer monitor - S/N: czc0807126
- d. KDS 14" computer monitor -- UPC: 0781257141028
- e. KDS 17" computer monitor -- UPC: 0088698200087
- f. AOC Color Monitor CT720G -- S/N: K1PN4CA871647

2. DATE OF PURCHASE:

- a. After 2/02
- b. 10/23/00
- c. 10/23/00
- d. 3/18/98
- e. 4/5/99
- f. Not available

3. LOCATION of PURCHASE:

- a. Not available
- b. Comp USA, 3539 Riverdale Road, Memphis, TN 38115
- c. Comp USA, 3539 Riverdale Road, Memphis, TN 38115
- d. Ingram Micro TLP, 3820 Micro Drive, Millington, TN 38053
- e. Ingram Micro TLP, 3820 Micro Drive, Millington, TN 38053
- f. Envision Peripherals, 47490 Seabridge Drive, Fremont, CA 94538

4. PERSONS INVOLVED IN PURCHASES: Frank Warner (plaintiff)

5. PRICE:

- a. Not available
- b. \$119.99
- c. \$119.99
- d. \$86.50
- e. \$222.50
- f. Not available

6. TAXES/FEES: The standard sales tax was applied to the purchases of the computer monitors.

7. BUNDLE: None of the computer monitors were purchased as part of a bundle or system.

Produced on 9/7/11

8. **WARRANTIES:** None other than any standard manufacturers' warranties.
9. **PURPOSE of PURCHASE:** Mr. Warner purchased certain of the computer monitors for personal use and certain ones for use in connection with his business and not for resale.

See also CRT000104-105 and CRT000565-571.

Produced on 9/7/11

SAMSUNG EXHIBIT B22

PLAINTIFF ALBERT SIDNEY CRIGLER

1. CRT PRODUCT:

- a. Sharp television – S/N: 653205
- b. Gateway computer monitor – S/N: 7033364

2. DATE OF PURCHASE:

- a. 2004
- b. Not available.

3. LOCATION of PURCHASE:

- a. Target
- b. Gateway

4. PERSONS INVOLVED IN PURCHASE: Albert Sidney Crigler (plaintiff)

5. PRICE:

- a. Not available.
- b. Not available.

6. TAXES/FEES: The standard sales tax was applied to the purchases.

7. BUNDLE:

- a. The television was not purchased as part of a bundle or system.
- b. The computer monitor was purchased as part of a bundle.

8. WARRANTIES: None other than standard manufacturers' warranties.

9. PURPOSE of PURCHASE: Personal use.

See also CRT000001-08.

Produced on 9/7/11

SAMSUNG EXHIBIT B23

PLAINTIFF MARGARET SLAGLE

1. CRT PRODUCT:

- a. Sylvania television – S/N: J39420241
- b. Magnavox television – S/N: 60HZ75W

2. DATE OF PURCHASE:

- a. 11/26/04
- b. 12/04

3. LOCATION of PURCHASE:

- a. Radio Shack, South Burlington, VT
- b. Radio Shack, South Burlington, VT

4. PERSONS INVOLVED IN PURCHASES: Margaret Slagle (plaintiff)

5. PRICE:

- a. \$238.23 (including tax)
- b. Not available.

6. TAXES/FEEs: The standard sales tax was applied to the purchases of the televisions.

7. BUNDLE: Neither television was purchased as part of a bundle or a system.

8. WARRANTIES: None other than standard manufacturers' warranties.

9. PURPOSE of PURCHASE: Personal use.

See also CRT000174-213 and CRT000505.

Produced on 9/7/11

SAMSUNG EXHIBIT B24

PLAINTIFF JOHN LARCH

- 1. CRT PRODUCT:** Curtis Mathes television
- 2. DATE OF PURCHASE:** 6/22/04
- 3. LOCATION of PURCHASE:** K-Mart – Weirton, West Virginia
- 4. PERSONS INVOLVED IN PURCHASE:** John Larch (plaintiff)
- 5. PRICE:** \$389.99
- 6. TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
- 7. BUNDLE:** The television was not purchased as part of a bundle or system.
- 8. WARRANTIES:** John Larch purchased a “Smart Plan” warranty in connection with his purchase of the television.
- 9. PURPOSE of PURCHASE:** Personal use.

See also CRT000171-173.

Produced on 9/7/11

SAMSUNG EXHIBIT B25

PLAINTIFF BRIGID TERRY

- 1. CRT PRODUCT:** Toshiba television – S/N: 92567585
- 2. DATE OF PURCHASE:** 1997 or 1998
- 3. LOCATION of PURCHASE:** The Village – Janesville, Wisconsin
- 4. PERSONS INVOLVED IN PURCHASE:** Brigid Terry (plaintiff)
- 5. PRICE:** Not available.
- 6. TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
- 7. BUNDLE:** This television was not purchased as part of a bundle or system.
- 8. WARRANTIES:** None other than any standard manufacturers' warranty.
- 9. PURPOSE of PURCHASE:** Personal use.

See also CRT000017-18, CRT000073-74, and CRT000563-564.

Produced on 9/7/11

SAMSUNG EXHIBIT D1

PLAINTIFF JERRY COOK

Mr. Cook's claims have been dismissed.

Produced on 9/7/11

SAMSUNG EXHIBIT D2

PLAINTIFF BRIAN LUSCHER

CRTs: Mr. Luscher does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Luscher believes he may have read something about the CRT TV he purchased. Mr. Luscher normally does check before making a significant purchase. However, Mr. Luscher does not recall what he read or have copies of it. His two main sources for research would be the internet or magazines.

Produced on 9/7/11

SAMSUNG EXHIBIT D3

PLAINTIFF JEFFREY FIGONE

CRTs: Mr. Figone does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Figone saw advertisements in newspapers and/or magazines related to CRT products during the relevant time period, but he did not pay particular attention to any such advertisements and does not recall anything specific.

Produced on 9/7/11

SAMSUNG EXHIBIT D4

PLAINTIFF CARMEN GONZALEZ

CRTs: Ms. Gonzales does not believe she reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Ms. Gonzales does recall seeing a Circuit City advertisement that came in the mail that listed the price of her CRT television that she then purchased.

Produced on 9/7/11

SAMSUNG EXHIBIT D5

PLAINTIFF DANA ROSS

CRTs: Mr. Ross does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Ross does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT D6

PLAINTIFF STEVEN GANZ

CRTs: Response pending.

CRT Products: Response pending.

Produced on 9/7/11

SAMSUNG EXHIBIT D7

PLAINTIFF BRADY LANE COTTON

CRTs: Response pending.

CRT Products: Response pending.

Produced on 9/7/11

SAMSUNG EXHIBIT D8

PLAINTIFF COLLEEN SOBOTKA

CRTs: Ms. Sobotka does not believe she reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Ms. Sobotka recalls seeing at least one of her CRT televisions advertised in a BX (military base exchange) flyer.

Produced on 9/7/11

SAMSUNG EXHIBIT D9

PLAINTIFF DANIEL RIEBOW

CRTs: Mr. Riebow does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Riebow believes he read about a CRT computer monitor in a magazine called "Computer Shopper" or "Computer." Mr. Riebow also believes he probably looked at advertisements or magazines such as "Consumer Reports," but he has no specific recollection of looking at any particular publication.

Produced on 9/7/11

SAMSUNG EXHIBIT D10

PLAINTIFF TRAVIS BURAU

CRTs: Mr. Burau does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Burau has reviewed advertisements in the Cedar Rapids Gazette for CRT products. He also believes he probably reviewed other advertisements for CRT products in various newspapers and online during the relevant time period. Mr. Burau does not have specific recollection of the contents of any of the advertisements he saw.

Produced on 9/7/11

SAMSUNG EXHIBIT D11

PLAINTIFF SOUTHERN OFFICE SUPPLY

CRTs: Southern Office Supply does not believe it reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Southern Office Supply did review emails from their main hardware supplier about CRT products.

Produced on 9/7/11

SAMSUNG EXHIBIT D12

PLAINTIFF CHAD KLEBS

CRTs: Mr. Klebs does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Klebs does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT D13

PLAINTIFF DAVID NORBY

CRTs: Mr. Norby does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Norby does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT D14

PLAINTIFF RYAN RIZZO

CRTs: Mr. Rizzo does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Rizzo has reviewed advertisements in Dell catalogues mailed to his home. He has also reviewed advertisements for CRT products in various newspapers and online during the relevant time period. Mr. Rizzo does not specifically recall the contents of any of the advertisements.

Produced on 9/7/11

SAMSUNG EXHIBIT D15

PLAINTIFF CHARLES JENKINS

CRTs: Response pending.

CRT Products: Response pending.

Produced on 9/7/11

SAMSUNG EXHIBIT D16

PLAINTIFF DANIEL HERGERT

CRTs: Mr. Hergert does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Hergert does not specifically recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period, but he may have reviewed an article in "Consumer Reports" about CRT products.

Produced on 9/7/11

SAMSUNG EXHIBIT D17

PLAINTIFF SAMUEL NASTO

CRTs: Mr. Nasto does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Nasto generally recalls seeing Best Buy, Circuit City, and Fry's advertisements from time-to-time in his local newspaper. He believes these advertisements contained information about CRT products, including price and product features, but he cannot recall any specifics about the advertisements he saw.

Produced on 9/7/11

SAMSUNG EXHIBIT D18

PLAINTIFF CRAIG STEPHENSON

CRTs: Mr. Stephenson does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Stephenson does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT D19

PLAINTIFF GARY HANSON

CRTs: Mr. Hanson does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Hanson saw and reviewed a Dell direct advertising insert in his local newspaper and subsequently purchased his Dell CRT computer monitors.

Produced on 9/7/11

SAMSUNG EXHIBIT D20

PLAINTIFF DONNA MARIE ELLINGSON

CRTs: Ms. Ellingson does not believe she reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Ms. Ellingson did see advertisements from time to time regarding CRT products such as televisions and computer monitors, however she does not recall any advertisements specifically nor does she recall the contents of any of the advertisements.

Produced on 9/7/11

SAMSUNG EXHIBIT D21

PLAINTIFF FRANK WARNER

CRTs: Mr. Warner does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Warner does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT D22

PLAINTIFF ALBERT SIDNEY CRIGLER

CRTs: Mr. Crigler does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Crigler reviewed advertisements related to CRT products during the relevant time period, but he does not recall anything specific.

Produced on 9/7/11

SAMSUNG EXHIBIT D23

PLAINTIFF MARGARET SLAGLE

CRTs: Ms. Slagle does not believe she reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Ms. Slagle does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT D24

PLAINTIFF JOHN LARCH

CRTs: Mr. Larch does not believe he reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Mr. Larch reviewed advertisements related to CRT products during the relevant time period, but he does not recall anything specific.

Produced on 9/7/11

SAMSUNG EXHIBIT D25

PLAINTIFF BRIGID TERRY

CRTs: Ms. Terry does not believe she reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Ms. Terry does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E1

PLAINTIFF JERRY COOK

Mr. Cook's claims have been dismissed.

Produced on 9/7/11

SAMSUNG EXHIBIT E2

PLAINTIFF BRIAN LUSCHER

Mr. Luscher believes he may have bought a Mitsubishi large screen projection television and an LCD/plasma product during the class period. He elected to acquire the non-CRT projection television because CRT products were not available in the 50" size range. Mr. Luscher believes the LCD/plasma television was purchased around late 2005-early 2006. The LCD/plasma television was approximately 40", and Mr. Luscher believes that he purchased it because there were no similar-sized CRTs, or if there were, the CRT products were too heavy or bulky.

Produced on 9/7/11

SAMSUNG EXHIBIT E3

PLAINTIFF JEFFREY FIGONE

Mr. Figone purchased at least two LCD computer monitors and three LCD televisions during the relevant period. He purchased the LCD computer monitors because he was buying computer packages from Dell and Apple and his recollection is that they only offered LCD monitors as part of their bundled packages, but he is not certain of that fact. He does not recall CRT monitors even being available at the time of these computer purchases. Mr. Figone purchased the LCD televisions because they were smaller in dimension, lighter weight, and offered a digital picture.

Produced on 9/7/11

SAMSUNG EXHIBIT E4

PLAINTIFF CARMEN GONZALEZ

Ms. Gonzalez did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E5

PLAINTIFF DANA ROSS

Mr. Ross did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E6

PLAINTIFF STEVEN GANZ

Response pending.

----- Produced on 9/7/11 -----

SAMSUNG EXHIBIT E7

PLAINTIFF BRADY LANE COTTON

Response pending.

Produced on 9/7/11

SAMSUNG EXHIBIT E8

PLAINTIFF COLLEEN SOBOTKA

Ms. Sobotka did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E9

PLAINTIFF DANIEL RIEBOW

Mr. Riebow did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E10

PLAINTIFF TRAVIS BURAU

Mr. Burau purchased a Dell Flat Screen Monitor during the relevant time period. He purchased the Flat Screen Monitor because it was an upgrade as part of a computer package purchased from Dell. Mr. Burau may have purchased other non-CRT televisions or computer monitors during the relevant time period, but cannot state with certainty.

Produced on 9/7/11

SAMSUNG EXHIBIT E11

PLAINTIFF SOUTHERN OFFICE SUPPLY

Southern Office Supply purchased between six and 11 LCD computer monitors during the relevant period. Four were purchased because they took up less space, two were purchased for graphics use in Southern's print shop, and others were purchased because other monitors were wearing out.

Produced on 9/7/11

SAMSUNG EXHIBIT E12

PLAINTIFF CHAD KLEBS

Mr. Klebs did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E13

PLAINTIFF DAVID NORBY

Mr. Norby did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E14

PLAINTIFF RYAN RIZZO

Mr. Rizzo purchased a Philips LCD television and a Dell LCD computer monitor during the relevant time period. He purchased the Philips television because of a superior picture quality. He purchased the Dell monitor because it was an upgrade as part of a computer package. Mr. Rizzo may have purchased other non-CRT televisions or computer monitors during the relevant time period, but he cannot state with certainty.

Produced on 9/7/11

SAMSUNG EXHIBIT E15

PLAINTIFF CHARLES JENKINS

Response pending.

Produced on 9/7/11

SAMSUNG EXHIBIT E16

PLAINTIFF DANIEL HERGERT

Mr. Hergert purchased an LG HD plasma flat screen television during the relevant period. He did so because the television was HD, takes up less space, and he wanted to hang it on a wall.

Produced on 9/7/11

SAMSUNG EXHIBIT E17

PLAINTIFF SAMUEL NASTO

Mr. Nasto acquired two LCD televisions during the relevant period because he believed that the LCD televisions were a newer technology, offered a better picture quality, and were thin as opposed to being bulky and very heavy.

----- Produced on 9/7/11 -----

SAMSUNG EXHIBIT E18

PLAINTIFF CRAIG STEPHENSON

Mr. Stephenson did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E19

PLAINTIFF GARY HANSON

Mr. Hanson did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E20

PLAINTIFF DONNA MARIE ELLINGSON

Ms. Ellingson did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E21

PLAINTIFF FRANK WARNER

Mr. Warner purchased non-CRT televisions during the relevant time period. He elected to purchase flat screen televisions because the flat screens are HD and because they take up less space.

Produced on 9/7/11

SAMSUNG EXHIBIT E22

PLAINTIFF ALBERT SIDNEY CRIGLER

Mr. Crigler did not purchase a non-CRT television or computer monitor during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E23

PLAINTIFF MARGARET SLAGLE

Ms. Slagle elected to purchase a 42" plasma television to have better viewing with her son as they watched it in her living room. The other CRT televisions were for smaller rooms.

Produced on 9/7/11

SAMSUNG EXHIBIT E24

PLAINTIFF JOHN LARCH

Mr. Larch did not purchase a non-CRT television or computer monitor for himself during the relevant time period. He has purchased a flat screen television for his parents but cannot recall if he purchased it during the relevant time period. He purchased the flat screen television because he believed it was better technology.

Produced on 9/7/11

SAMSUNG EXHIBIT E25

PLAINTIFF BRIGID TERRY

Ms. Terry did not purchase a non-CRT television or computer monitor during the relevant time period.



BIG KMART STORE 3318
250 THREE SPRINGS DR
WEIRTON, WV 26062
(304)723-0400

** WELCOME TO YOUR **
** KMART STORE 3318 **

CASHIER: SANDY

GENERAL MERCHANDISE

036725236028	COLOR TV	B	389.99	T
72951500383	SMART PLAN		29.99	T

**** TAX	25.20	BAL	445.18
Cash			200.00

XXXXXXXXXXXX5951

DEBIT APPROVAL 000000

AMOUNT DEBIT FROM CARD \$245.18

AMOUNT OF CASH BACK \$.00

VF DEBIT 245.18

CHANGE .00

YOUR TOTAL SAVINGS: 10.00

TOTAL NUMBER OF ITEMS = 2



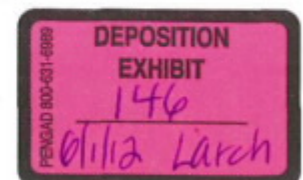
004 FEB RWE 066 IZ1 8NA

06/22/04 3:07 PM 3318 34 3157 9054

You have purchased a Service Plan for item(s) 03672523602.

This plan extends coverage for 1-year after Manufacturer's Warranty has expired. For your Service Related Issues please return item(s) to Kmart if within 30 days of the date of purchase. Refer to Product Information for Manufacturer's Warranty Detail. After Manufacturer's Warranty has expired, call 1-800-99Kmart.

Manufacturer's Warranty Coverage for item(s) 03672523602, includes 12 months Parts and 3 months Labor.



CRT000171

EXHIBIT 60



DEPOSITION
EXHIBIT
149
6/11/23 Larch

CAUTION: DO NOT ATTEMPT TO
REPLACE WITH A CATHODE RAY TUBE. REPLACEMENT
TYPE INTEGRAL YOKE ASSEMBLY.

TOSHIBA

A90AHH50X08 (V)



LR63755



E105827

EIA 455



Made in the USA from US and Imported Components

CAUTION: HIGH VACUUM PICTURE
TUBE IS DANGEROUS TO HANDLE.
REFER SERVICING TO QUALIFIED
SERVICE PERSONNEL.

X-RAY WARNING: When picture tubes are operated at
very high voltage and when personal exposure is
prolonged at close range, special shielding
precautions against x-ray radiation may be needed.

WARNING: THIS CATHODE RAY TUBE EMPLOYS INTEGRAL IMPLOSION
PROTECTION. REPLACE WITH A CATHODE RAY TUBE OF THE SAME TYPE
NUMBER FOR CONTINUED SAFETY.

AVERTISSEMENT: CE TUBE CATHODIQUE EST ÉQUIPÉ D'UN DISPOSITIF
INTÉGRÉ DE PROTECTION CONTRE L'IMPLOSION. REMPLACER PAR UN TUBE
DE MÊME MODÈLE POUR NE PAS COMPROMETTRE LA SÉCURITÉ. TDD# 8158

PERIOD 000-031-0000

DEPOSITION
EXHIBIT
150

6/12/23 Jarch

EXHIBIT 61

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN FRANCISCO DIVISION

4 ---o0o---

5
6 In Re: CATHODE RAY TUBE (CRT))
7 ANTITRUST LITIGATION,)
8 Plaintiff,)

Case No.
07-5944 Sc
MDL No. 1917

9 This Document Relates to:)
10 ALL ACTIONS,)
11

12
13
14
15 VIDEOTAPED DEPOSITION OF JOHN LARCH
16 FRIDAY, JUNE 1, 2012
17
18
19
20
21
22
23
24

25 REPORTER: BALINDA DUNLAP, CSR 10710, RPR, CRR, RMR

A P P E A R A N C E S

---o0o---

FOR THE INDIRECT PURCHASER PLAINTIFFS:

KIRBY McINERNEY LLP
825 Third Avenue,
New York, New York 10022
BY: ROBERT J. GRALEWSKI, JR., ESQ.
(212) 371-6600
bgralewski@kmlp.com

FRANKOVITCH, ANETAKIS, COLANTONIO & SIMON
337 Penco Road
Weirton, West Virginia 26062-3828
BY: MICHAEL G. SIMON, ESQ.
KEVIN PEARL, ESQ.
(304) 723-4400

FOR THE DEFENDANTS KONINKLIJKE PHILIPS ELECTRONICS
N.V., PHILIPS ELECTRONICS NORTH AMERICA
CORPORATION:
(Telephonic Appearance)

BAKER BOTTS LLP
1299 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2400
BY: CHARLES MALAISE, ESQ.
(202) 639-7700
charles.malaise@bakerbotts.com

A P P E A R A N C E S

---o0o---

FOR THE DEFENDANTS TOSHIBA CORPORATION, TOSHIBA
AMERICA, INC., TOSHIBA AMERICA INFORMATION SYSTEMS,
INC., TOSHIBA AMERICA CONSUMER PRODUCTS, L.L.C.,
AND TOSHIBA AMERICA ELECTRONIC COMPONENTS, INC.:
(Telephonic Appearance)

WHITE & CASE LLP
701 Thirteenth Street, NW
Washington, D.C. 20005-3807
BY: AARON McALLISTER, ESQ.
(202) 626-3623
amcallister@whitecase.com

FOR THE DEFENDANTS SAMSUNG ELECTRONICS CO., LTD.,
AND SAMSUNG ELECTRONICS AMERICA, INC.:

O'MELVENY & MYERS LLP
1625 Eye Street NW
Washington, D.C. 20004
BY: COURTNEY C. BYRD, ESQ.
(202) 383-5300
cbyrd@omm.com

INDEX OF EXAMINATIONS

---oOo---

EXAMINATIONS	PAGE
MS. BYRD	8
MR. GRALEWSKI	86
MS. BYRD	88

INDEX OF EXHIBITS

NO.	DESCRIPTION	PAGE
140	Notice of Deposition of John Larch Dated May 17, 2012	19
141	Samsung SDI America, Inc.'s First Set of Requests for Production of Documents to Indirect Purchaser Plaintiffs Dated March 8, 2010	27
142	Defendant Hitachi Displays, Ltd.'s First Set of Document Requests to the Indirect Purchaser Plaintiffs Dated March 8, 2010	28
143	First Set of Document Requests of Samsung Electronics America, Inc., to the Indirect Purchaser Plaintiffs Dated March 8, 2010	29
144	Samsung SDI America, Inc.'s First Set of Interrogatories to Indirect Purchaser Plaintiffs Dated March 8, 2010	30
145	Indirect Purchaser Plaintiffs' Responses to Defendant Samsung SDI Co., Ltd.'s First Set of Interrogatories Dated July 7, 2010	30
146	Big K-Mart Receipt Dated June 22, 2004	58
147	Photocopy of a Photograph of a Curtis Mathes Television	61

1	NO.	INDEX OF EXHIBITS DESCRIPTION	PAGE
2			
3	148	Photocopy of a Photograph of a Curtis Mathes Television	62
4	149	Photocopy of a Photograph of a Curtis Mathes Television	63
5			
6	150	Photocopy of a Photograph of a Toshiba Sticker	64
7	11	Indirect Purchaser Plaintiffs' Third Consolidated Amended Complaint Dated December 11, 2010	73
8			
9	151	Class Action Complaint Dated March 10, 2008	86
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

1 WEIRTON, WEST VIRGINIA, JUNE 1, 2012

2 ---o0o---

3 BE IT REMEMBERED that on Friday, the 1st
10:02 4 day of June 2012, commencing at the hour of
5 a.m. thereof, at 337 Penco Road, Weirton, West
6 Virginia, before me, Balinda Dunlap, a Certified
7 Shorthand Reporter in and for the County of San
8 Francisco, State of California, personally
9 appeared:

10:00 10 THE VIDEOGRAPHER: Good morning. My name
11 is Zackery Wilson. I am a videographer associated
12 with Barkley Court Reporters, located at 1875
13 Century Park East, Suite 1300, Los Angeles,
14 California 90067.

10:01 15 The date is June 1st, 2012. Time is 10:02
16 a.m. This deposition is taking place at 337 Penco
17 Road, Weirton, West Virginia In Re: Cathode Ray
18 Tube Antitrust Litigation, Case No. 07-5344 SC.

19 This is the videotape deposition of John
10:01 20 Larch being taken on behalf of the defendant.

21 Will counsels for the parties please
22 identify themselves.

23 MS. BYRD: Courtney Byrd, O'Melveny &
24 Myers LLP, on behalf of defendants Samsung
10:01 25 Electronics Co., Ltd., and Samsung Electronics

1 America, Inc.

2 MR. SIMON: Mike Simon and Kevin Pearl on
3 behalf of the plaintiff John Larch, Frankovitch,
4 Anetakis, Colantonio & Simon.

10:01 5 MR. GRALEWSKI: Bob Gralewski, Kirby
6 McInerney, on behalf of the witness and the class.

7 MR. MALAISE: Charles Malaise, Baker Botts
8 LLP, on behalf of the Philips defendants.

9 MR. McALLISTER: Aaron McAllister, White &
10:02 10 Case, on behalf of the defendants Toshiba entities.

11 JOHN LARCH

12 called as a witness by the Defense, having
13 been sworn to tell the truth, the whole truth, and
14 nothing but the truth, was examined and testified as
10:02 15 follows:

16 ---o0o---

17 EXAMINATION BY MS. BYRD

18 Q. Again, good morning, Mr. Larch. We met
19 for the first time just a few minutes ago, but let
10:02 20 me reintroduce myself. My name is Courtney Byrd,
21 and I am an attorney representing two of the
22 defendants in this case, one being Samsung
23 Electronics Co., Ltd., and today I am going to
24 refer to that entity as SEC for short, and the
10:02 25 second being Samsung Electronics America, Inc.,

1 which I am going to refer to as SEA.

2 A. Thank you.

3 Q. Thank you so much for your time here
4 today. For the record, could you go ahead and
10:03 5 state and spell your name, please?

6 A. John Larch, J-o-h-n, L-a-r-c-h.

7 Q. Mr. Larch, what is your current home
8 address?

9 A. 14 Saint Charles Avenue, Wheeling, West
10:03 10 Virginia.

11 Q. Okay. Is that your primary residence?

12 A. Yes.

13 Q. And how long have you lived there?

14 A. Approximately two and a half years.

10:03 15 Q. And do you rent or own that home?

16 A. I rent.

17 Q. And where did you live before that?

18 A. 113 Sharon Drive, Weirton, West Virginia.

19 Q. Okay. And how long did you live there?

10:03 20 A. Approximately 1996, '96 until a few years
21 ago.

22 Q. Okay. And was that your primary
23 residence?

24 A. Yes.

10:03 25 Q. Did you rent or own?

1 A. Owned.

2 Q. Okay. And where did you live before that?

3 A. 304 New York Boulevard, Weirton, West

4 Virginia.

10:04 5 Q. Okay. And how long did you live there?

6 A. Approximately eight years.

7 Q. Okay. How long have you lived in West

8 Virginia?

9 A. My entire life.

10:04 10 Q. Okay. So you've lived here on a

11 continuous basis for your entire life?

12 A. Yes.

13 Q. Okay. Do you pay taxes in West Virginia?

14 A. Yes.

10:04 15 Q. Do you own property in any other states?

16 A. No.

17 Q. Do you pay taxes in any other states?

18 A. No.

19 Q. Okay. Mr. Larch, have you ever been
10:04 20 deposed before this morning?

21 A. Once.

22 Q. Once. And what was the nature of that
23 case?

24 A. It was representing my employer.

10:04 25 Q. So your employer was the defendant in that

1 matter?

2 A. Yes.

3 Q. You were not personally named --

4 A. That's correct.

10:04 5 Q. -- a defendant? And when was that?

6 A. I believe it was in the mid-'80s.

7 Q. Okay. So you've only been deposed once
8 before this morning?

9 A. Yes.

10:04 10 Q. And what was the nature of the suit
11 against your employer?

12 A. It was a foreclosure action against a bank
13 customer.

14 Q. Okay. Have you ever served as a plaintiff
10:04 15 in any other lawsuits?

16 A. No.

17 Q. Ever served as a defendant in any other
18 lawsuits?

19 A. No.

10:05 20 Q. Okay. Have you ever participated in a
21 class action settlement?

22 A. No.

23 Q. Have you ever participated in a class
24 action in any way?

10:05 25 A. No.

1 Q. Okay. Well, it sounds like your previous
2 deposition experience was many years ago, but I'm
3 sure your counsel has addressed this with you
4 before this morning, but I just want to remind you
10:05 5 that you are under oath, and as a result, you have
6 an obligation to answer my questions completely,
7 accurately and truthfully.

8 Do you understand that?

9 A. Yes.

10:05 10 Q. Okay. Is there any reason you can think
11 of as to why you would be unable to answer my
12 questions this morning completely, accurately and
13 truthfully?

14 A. No.

10:05 15 Q. Okay. Mr. Larch, if my questions seem
16 unclear to you this morning, please don't hesitate
17 to ask me to clarify, and I'll do my best to do so.

18 Balinda sitting next to you here is our
19 court reporter for today, and everything she's
10:05 20 taking down will comprise the official record of
21 what we discuss this morning.

22 In order to keep a clean record and make
23 Balinda's job easy, we need to try not to talk over
24 one another, which means I'll do my best to wait
10:06 25 until you finish your response before I jump in

1 with my next question, and if you could just wait
2 until I have completed asking my question before
3 you start your response, that would be appreciated.
4 Balinda can only take down verbal responses. She
10:06 5 can't take down shakes of our heads or nods. So
6 please try to always respond verbally.

7 Do you understand that?

8 A. I do, yes.

9 Q. Do you have any questions?

10:06 10 A. No.

11 Q. Okay. Mr. Larch, what, if anything, is
12 your understanding as to why you're here this
13 morning?

14 A. My understanding is this case is based on
10:06 15 overcharging and price-fixing of cathode ray tubes
16 indirectly purchased by individuals and businesses.

17 Q. Okay. Let me just ask some follow-up
18 questions. Have you ever purchased a cathode ray
19 tube on its own?

10:06 20 A. No.

21 Q. Okay. So is it fair to say that your
22 claims in this case stem from the purchase of a
23 product containing a cathode ray tube?

24 A. Yes.

10:07 25 Q. Okay. Is it your understanding that the

1 allegations in this case relate to the price-fixing
2 of cathode ray tubes?

3 A. Yes.

4 Q. Okay. Is it your understanding that the
10:07 5 allegations in this case do not relate to the
6 price-fixing of CRT products, meaning televisions
7 containing CRTs or computer monitors containing
8 CRTs?

9 A. Would you kindly repeat that one more
10:07 10 time, please?

11 Q. Sure. You testified just a moment ago
12 that it is your understanding that the price-fixing
13 in this case, the alleged price-fixing, relates to
14 cathode ray tubes. Is it your understanding that
10:07 15 there are any allegations of price-fixing of the
16 price of CRT products, meaning TVs or monitors?

17 A. No.

18 Q. No, okay. Are you aware, Mr. Larch, that
19 my client, SEC, has never manufactured CRTs?

10:08 20 A. No.

21 Q. Are you aware that SEC never sold CRTs?

22 A. No.

23 Q. Okay. Are you aware that SEA never
24 manufactured CRTs?

10:08 25 A. No.

1 Q. Are you aware that SEC never sold CRTs --
2 SEA, I'm sorry, never sold CRTs?

3 A. No.

4 Q. Okay. Is it true, however, that you've
10:08 5 elected to bring suit against my clients, SEC and
6 SEA, although they never manufactured or sold
7 tubes?

8 MR. GRALEWSKI: Object to the form of the
9 question. Lacks foundation. Compound.

10:08 10 You can answer the question.

11 THE WITNESS: I base my participation and
12 full support of this suit with the knowledge I
13 received from my lawyers.

14 Q. BY MS. BYRD: Okay. Do you know whether
10:08 15 your attorneys made any investigation into the fact
16 that neither SEC nor SEA ever manufactured CRTs?

17 MR. GRALEWSKI: Object to the form of the
18 question. Compound. Lacks foundation.

19 You can answer the question if you
10:09 20 understand it, and just be careful not to reveal
21 any communications between yourself and your
22 lawyers.

23 THE WITNESS: I am basing the information
24 I have on what I received from my lawyers.

10:09 25 Q. BY MS. BYRD: However, do you know whether

1 they made any investigation into the matter?

2 A. I can't speak for them. I do not know.

3 Q. You don't know. Okay. Do you think it's
4 appropriate to sue a company for fixing the price
10:09 5 of a product that it never made?

6 MR. GRALEWSKI: Object to the form. Lacks
7 foundation. Calls for legal conclusion.

8 THE WITNESS: I would be relying on my
9 lawyers to make that judgment.

10:09 10 Q. BY MS. BYRD: Do you personally think it
11 is appropriate?

12 MR. GRALEWSKI: Object to the form of the
13 question. Asked and answered. Lacks foundation.
14 Calls for a legal conclusion.

10:09 15 THE WITNESS: I absolutely -- restate the
16 question, please.

17 Q. BY MS. BYRD: Sure. Do you personally
18 believe that it's appropriate to sue an entity for
19 fixing the price of a product that it never
10:10 20 manufactured?

21 MR. GRALEWSKI: Object to the form of the
22 question. Asked and answered. Lacks foundation.
23 Incomplete hypothetical and calls for a legal
24 conclusion.

10:10 25 Q. BY MS. BYRD: You can answer.

1 A. I can't answer that.

2 Q. You don't know one way or the other
3 whether you think it's appropriate?

4 MR. GRALEWSKI: Same objections.

10:10 5 THE WITNESS: I don't have enough
6 information at hand to know -- to answer that
7 question. I'm relying on my lawyers.

8 Q. BY MS. BYRD: Okay. Mr. Larch, did you
9 attend college?

10:10 10 A. Yes.

11 Q. Okay. What college did you attend?

12 A. West Liberty State College.

13 Q. Okay. And what year did you start at West
14 Liberty?

10:10 15 A. 1976.

16 Q. And what did you study?

17 A. Accounting.

18 Q. Did you graduate?

19 A. Yes.

10:10 20 Q. Did you receive a degree?

21 A. Yes.

22 Q. Was it a degree in accounting?

23 A. Yes.

24 Q. And what was the degree?

10:10 25 A. Bachelor of Science.

1 Q. Okay. Other than your Bachelor of Science
2 from West Liberty, do you have any other
3 postgraduate education?

4 A. I am a certified public accountant.

10:11 5 Q. Okay. Are you currently employed?

6 A. Yes.

7 Q. Currently employed as a CPA?

8 A. No.

9 Q. What's your current employment?

10:11 10 A. I am self-employed.

11 Q. Can you give me a little more detail on
12 your self-employment?

13 A. I am a financial advisor.

14 Q. Okay. And how long have you been a
10:11 15 self-employed financial advisor?

16 A. Twelve years.

17 Q. And what kind of clients did you advisee,
18 on what kind of matters?

19 A. Retirement planning, estate planning.

10:11 20 Q. Have you ever in any capacity worked in
21 the consumer electronics industry?

22 A. No.

23 Q. Have you ever held any kind of retail
24 position?

10:11 25 A. No.

1 Q. Okay.

2 (Reporter marked Exhibit No. 140 for
3 identification.)

4 Q. BY MS. BYRD: Take your time and review
10:12 5 that and let me know when you're ready.

6 A. I'm ready.

7 Q. Okay. Mr. Larch, do you recognize this
8 document?

9 A. Yes.

10:12 10 Q. Have you reviewed it before today?

11 A. I think so, yes.

12 Q. When do you believe you reviewed it before
13 this morning?

14 A. Last evening, I think.

10:13 15 Q. And who showed it to you?

16 A. My lawyer.

17 Q. Which of your counsel? Could you answer
18 verbally?

19 A. I'm trying to remember these two
10:13 20 gentlemen. I was with two of my attorneys last
21 night, and I am not sure which one.

22 Q. Okay. We will get to that. Mr. Larch, do
23 you recognize this document as the reason we've
24 come here today to take your deposition?

10:13 25 MR. GRALEWSKI: Object to the form. Vague

1 and ambiguous.

2 THE WITNESS: No.

3 MR. GRALEWSKI: Calls for a legal
4 conclusion.

10:13 5 Q. BY MS. BYRD: Okay. You mentioned that
6 you met with some of your attorneys last night; is
7 that correct?

8 A. Yes.

9 Q. Okay. How many times in connection with
10:13 10 your preparation for this deposition did you meet
11 with counsel?

12 A. Twice.

13 Q. Twice. And when was the first time?

14 A. Last Thursday.

10:14 15 Q. Okay. And was that a face-to-face meeting
16 or a telephonic meeting?

17 A. It was both.

18 Q. Both.

19 A. I was with two of my lawyers face to face
10:14 20 and one of them by phone.

21 Q. Okay. And who were you with face to face?

22 A. Attorney Simon and Attorney Kevin Pearl.

23 Q. And was Mr. Gralewski on the phone?

24 A. Yes.

10:14 25 Q. Okay. And about how long did that meeting

1 last?

2 A. Sixty to 90 minutes.

3 Q. Okay. And did you review documents during
4 that meeting?

10:14 5 MR. GRALEWSKI: Object to the form of the
6 question, and I'll instruct him not to answer on
7 the basis of the attorney-client privilege.

8 MS. BYRD: Whether or not you reviewed
9 documents in preparation for this is not privileged
10:15 10 information.

11 MR. GRALEWSKI: You can ask him a
12 different question. My objection stands. He's
13 prepared to tell you if during his preparation he
14 reviewed any documents that refreshed his
10:15 15 recollection. I think that's a proper question.
16 But I am not going to let you ask the question you
17 asked.

18 Q. BY MS. BYRD: During your meeting last
19 Thursday with your counsel, did you review any
10:15 20 documents in order to refresh your recollection to
21 prepare for this deposition?

22 A. Yes.

23 Q. You did. What type of documents did you
24 review?

10:15 25 A. The initial complaint, interrogatories,

1 the amended complaint, things of that nature.

2 Q. Okay. And you said you met with your
3 attorneys twice. When did the second meeting take
4 place?

10:16 5 A. Yesterday.

6 Q. Yesterday. And was that meeting face to
7 face?

8 A. Yes.

9 Q. Okay. And who was present at that
10:16 10 meeting?

11 A. Attorney Gralewski and Attorney Pearl.

12 Q. Okay. About how long did that meeting
13 take?

14 A. Approximately one and a half to two hours.

10:16 15 Q. Okay. And during that meeting, did you
16 review any documents to refresh your recollection
17 in order to prepare for your deposition this
18 morning?

19 A. Yes.

10:16 20 Q. Okay. What type of documents did you
21 review yesterday?

22 A. The initial complaint. I think the
23 amended complaint and some interrogatories.

24 Q. Okay. When was the first time you met
10:16 25 Mr. Gralewski?

1 A. Last Thursday.

2 Q. Okay. And Mr. Simon?

3 A. Thirty years ago.

4 Q. And what were the circumstances of your
10:17 5 meeting Mr. Simon 30 years ago?

6 A. We both live in the same town. Small
7 town, everybody knows everybody.

8 Q. So you knew each other socially?

9 A. Socially and professionally, yes.

10:17 10 Q. And what was your professional
11 relationship?

12 A. His firm has done a number of -- provided
13 a number of services for me when I worked at the
14 bank.

10:17 15 Q. Okay. So he's been your attorney in other
16 matters?

17 A. Yes.

18 Q. And what kind of matters?

19 A. Principally title searches.

10:17 20 Q. Title searches, okay. Have the documents
21 you reviewed in order to refresh your recollection
22 for today's deposition been produced in this
23 litigation?

24 A. I apologize. I don't understand the
10:17 25 question.

1 Q. Have any of the documents you reviewed in
2 order to refresh your recollection been produced to
3 defendants in this litigation, turned over to
4 defendants, to the best of your knowledge?

10:18 5 A. I'll have to rely on my lawyer to answer
6 that. I don't know.

7 Q. To the best of your knowledge, he can't
8 answer on your behalf. If you don't know, you
9 don't know.

10:18 10 A. I believe they have.

11 Q. Okay. Have you ever communicated,
12 Mr. Larch, with any of plaintiffs' economic experts
13 in this matter?

14 A. No.

10:18 15 Q. Have you ever communicated with any of
16 plaintiffs' industry experts in this matter?

17 A. No.

18 Q. Did you do any research in order to
19 prepare for your deposition this morning?

10:18 20 A. No.

21 Q. Okay. Mr. Larch, how did you come to be
22 named a plaintiff in this matter?

23 A. Through a conversation with my lawyer.

24 Q. Okay. And I think you testified just a
10:18 25 minute ago that you've known Mr. Simon for a number

1 of years and that he's represented you in earlier
2 matters; is that correct?

3 A. Yes.

4 Q. Okay. Without disclosing any of the
10:19 5 content of your communications with Mr. Simon or
6 other counsel, did you contact one of your counsel
7 in order to become a plaintiff in this litigation
8 or were you contacted?

9 MR. GRALEWSKI: I'll let him answer that
10:19 10 question. I'll let him answer that question.

11 THE WITNESS: I had a conversation with my
12 lawyer. He shared with me --

13 MR. GRALEWSKI: That begins to go into
14 protected communications. So I am going to
10:19 15 instruct you not to continue your answer.

16 THE WITNESS: Okay.

17 Q. BY MS. BYRD: Okay. When you had this --
18 which attorney were you speaking with with respect
19 to this conversation you're referencing?

10:19 20 A. Attorney Aaron Frankovitch.

21 Q. Attorney Aaron Frankovitch?

22 A. Yes.

23 Q. Before you began this conversation with
24 Mr. Frankovitch, were you aware of the existence of
10:20 25 the CRT litigation?

1 A. No.

2 Q. Mr. Larch, why did you bring suit in this
3 case?

4 A. I was overcharged and other individuals
10:20 5 and small businesses in West Virginia were
6 overcharged due to this price-fixing.

7 Q. Was your decision to become a named
8 plaintiff in this litigation a big decision for
9 you?

10:20 10 A. Yes.

11 Q. Yes. It's something that you weighed
12 carefully?

13 A. Yes.

14 Q. Have you ever communicated with class
10:20 15 counsel in this case?

16 A. No.

17 Q. Have you ever turned over any documents to
18 class counsel in this case?

19 MR. GRALEWSKI: I am going to object to
10:20 20 the previous question and this question as vague
21 and ambiguous.

22 You can answer the question.

23 THE WITNESS: May I ask who "class
24 counsel" is?

10:21 25 Q. BY MS. BYRD: Have you ever turned over

1 any documents to, for example, Lauren Russell?

2 A. No.

3 Q. To Mario Alioto?

4 A. No.

10:21 5 Q. Okay. Do you read the papers that are
6 filed in this case, the motions, the orders, things
7 of that nature?

8 A. I have reviewed documents with my lawyers,
9 yes.

10:21 10 Q. Do you routinely review the papers that
11 are filed in this case?

12 A. No.

13 Q. Okay.

14 (Reporter marked Exhibit No. 141 for
10:22 15 identification.)

16 Q. BY MS. BYRD: Just take a minute to review
17 that and let me know when you're ready.

18 A. I'm ready.

19 Q. Okay. Mr. Larch, do you recognize this
10:22 20 document?

21 A. I think so.

22 Q. Okay. Do you recall if you've seen it
23 before this morning?

24 A. I don't recall.

10:22 25 Q. Do you recall if you've reviewed it before

1 this morning?

2 A. I can't answer definitively. I have seen
3 many documents. It looks like something I've seen.

4 Q. But you're not sure whether you've seen
10:23 5 this --

6 A. That's correct.

7 Q. -- specific document? Okay.

8 (Reporter marked Exhibit No. 142 for
9 identification.)

10:24 10 THE WITNESS: Okay.

11 Q. BY MS. BYRD: Okay. Mr. Larch, do you
12 recognize this document?

13 A. I think so.

14 Q. Do you know if you've reviewed it before
10:24 15 this morning?

16 A. I've seen many documents over the past
17 four years. I can't say for certain.

18 Q. Okay. But you believe that you've
19 reviewed this document?

10:24 20 A. I may have.

21 Q. Okay. And who showed it to you?

22 A. It would have been one of my lawyers.

23 Q. Okay. And when do you believe they showed
24 this document to you?

10:25 25 A. I don't recall.

1 (Reporter marked Exhibit No. 143 for
2 identification.)

3 Q. BY MS. BYRD: Mr. Larch, do you recognize
4 this document?

10:25 5 A. I believe so.

6 Q. Okay. Do you believe you've reviewed it
7 before this morning?

8 A. I think I have.

9 Q. Okay. And when do you believe you've
10:25 10 reviewed it?

11 A. I only recall reviewing it with my
12 lawyers. I don't know exactly when.

13 Q. So is it your testimony that one of your
14 lawyers showed you this document?

10:26 15 A. It's possible, but I can't say for
16 certain.

17 Q. Okay. So you don't know for sure?

18 A. That's correct.

19 Q. Okay. Mr. Larch, what kinds of documents
10:26 20 did you maintain regarding your purchase of CRT
21 products?

22 A. I had the receipt from the purchase.

23 Q. Okay. Anything else?

24 A. No.

10:26 25 Q. And have all of those documents that you

1 maintained with relation to that transaction been
2 produced?

3 A. Yes.

4 (Reporter marked Exhibit No. 144 for
10:27 5 identification.)

6 THE WITNESS: Okay.

7 Q. BY MS. BYRD: Okay. Mr. Larch, do you
8 recognize Exhibit 144?

9 A. It's possible.

10:27 10 Q. It's possible, but you're not sure?

11 A. I am not certain, that's correct.

12 Q. Okay. Do you know, Mr. Larch, whether you
13 were involved in preparing answers to these
14 interrogatories?

10:27 15 A. I was not.

16 Q. You were not.

17 MR. GRALEWSKI: Object to that question as
18 vague and ambiguous. Calls for a legal conclusion.

19 (Reporter marked Exhibit No. 145 for
10:28 20 identification.)

21 MR. GRALEWSKI: May I suggest to the
22 witness that you're going to get several more
23 documents, and it may be easier for you just to do
24 this. And when counsel will refer to a document,
10:28 25 she'll refer to the number, otherwise you'll soon

1 run out of space.

2 THE WITNESS: Thank you.

3 Q. BY MS. BYRD: I realize this is a long
4 document, so take as much time as you want, but
10:28 5 I'll direct you to the extent -- to a specific
6 place to the extent I need you to review it.

7 A. Okay.

8 Q. Okay. Mr. Larch, you recognize this
9 document?

10:29 10 A. I think so.

11 Q. Okay. Do you believe that you've seen it
12 before this morning?

13 A. Yes, I believe so.

14 Q. Okay. Who do you believe showed you this
10:29 15 document?

16 A. My lawyers.

17 Q. Okay. Do you know when they showed it to
18 you?

19 A. I do not.

10:29 20 Q. Okay. I'd like to briefly direct your
21 attention to Page 24 of Exhibit A?

22 MR. GRALEWSKI: Counsel, you can certainly
23 ask your questions related to this document, but I
24 do want to put an objection on the record that I
10:30 25 believe this is actually two different documents.

1 The exhibits to this document are actually exhibits
2 to amended responses, and those amended responses
3 are not the first part of the document. My
4 objection's noted for the record. You can proceed.

10:30 5 MS. BYRD: Okay.

6 Q. Take a minute and look at Page 24 of
7 Exhibit A. Does this refresh your recollection as
8 to whether you were involved in preparing answers
9 to these interrogatories?

10:30 10 A. No.

11 Q. Okay. Let's take a look at Page 27 of
12 Exhibit B. Okay. So Mr. Larch, were you involved
13 in preparing answers to these interrogatories
14 insofar as you provided information that's
10:31 15 contained within them?

16 A. Yes.

17 Q. Okay. You can set that aside.

18 Earlier this morning I believe you
19 testified that you purchased a CRT television; is
10:31 20 that correct.

21 A. Yes.

22 Q. Okay. How many televisions did you
23 purchase?

24 A. One.

10:31 25 Q. One CRT television?

1 MR. GRALEWSKI: Object to the form of the
2 question. Vague and ambiguous as to time.

3 Q. BY MS. BYRD: Well, let me ask you this:
4 Is the CRT television that you're referencing the
10:31 5 product for which you are claiming damages in this
6 litigation?

7 A. Yes.

8 Q. Are you claiming damages for, in this
9 litigation, for any other televisions or products?

10:32 10 A. No.

11 Q. What specifically did you purchase?

12 A. A Curtis Mathes 36-inch television.

13 Q. Mr. Larch, is Curtis Mathes a defendant in
14 this litigation?

10:32 15 A. No.

16 Q. But it's your testimony that that was the
17 manufacturer of your television, correct?

18 A. Their name is on the front of the
19 television. I assume so, yes.

10:32 20 Q. Why have you elected not to bring suit
21 against Curtis Mathes?

22 MR. GRALEWSKI: Object to the form of the
23 question. Calls for a legal conclusion.

24 I want to caution the witness not to
10:32 25 reveal any communications with counsel. If you can

1 answer the question without revealing
2 communications with counsel, you can do so.

3 THE WITNESS: My understanding is the
4 conspiracy and price-fixing occurred among
10:33 5 manufacturers of cathode ray tubes, not necessarily
6 those that actually made the television.

7 Q. BY MS. BYRD: Are you aware that there are
8 manufacturers of cathode ray tubes who have not
9 been named as defendants in this litigation?

10:33 10 A. Yes.

11 Q. Why did you purchase the Curtis Mathes
12 television?

13 A. It was an impulse purchase.

14 Q. An impulse purchase?

10:33 15 A. Yes.

16 Q. Were there any specific features that drew
17 you to the Curtis Mathes television?

18 A. No.

19 Q. Not the size of the television?

10:33 20 A. Not that I can recall.

21 Q. Okay. Not the brand of the television?

22 A. Not that I can recall.

23 Q. At the time you purchased the Curtis
24 Mathes television, were you aware of other
10:34 25 television brands that offered products with

1 similar features to the television you purchased?

2 A. I'm sure there were.

3 Q. Can you think of what any of those brands
4 were?

10:34 5 A. No.

6 Q. Was the fact that the Curtis Mathes
7 television contained cathode ray tubes an important
8 consideration for you in deciding to purchase it?

9 A. No.

10:34 10 Q. If the fact that the TV contained a CRT
11 wasn't an important consideration for you in the
12 decision to make the purchase, did you consider
13 other technologies?

14 MR. GRALEWSKI: Object to the form. Vague
10:34 15 and ambiguous. Compound.

16 THE WITNESS: It was an impulse purchase.

17 Q. BY MS. BYRD: Are you familiar with LCD
18 televisions?

19 A. Yes.

10:35 20 Q. At the time you purchased the Curtis
21 Mathes TV, did you consider buying an LCD TV?

22 A. This impulse purchase, I did no review of
23 other televisions. Saw the television and
24 purchased it.

10:35 25 Q. Are you familiar with plasma televisions?

1 A. Yes.

2 Q. Did you consider purchasing a plasma
3 television?

4 A. This was not a -- this wasn't something I
10:35 5 studied. It was just an impulse purchase.

6 Q. Okay. Where did you purchase your Curtis
7 Mathes television?

8 A. K-Mart.

9 Q. And where is the K-Mart located?

10:35 10 A. Weirton, West Virginia.

11 Q. Was that close to your home at the time?

12 A. Yes.

13 Q. Why did you decide to make the purchase
14 from that K-Mart?

10:35 15 A. I just happened to be in the store, saw
16 the television and made an impulse purchase.

17 Q. So you had gone to the K-Mart for other
18 reasons to purchase other products?

19 A. Yes.

10:36 20 Q. Okay. Do you recall whether at the time
21 you made your purchase, K-Mart offered other brands
22 of televisions?

23 A. I don't recall.

24 Q. Is it possible that they offered other
10:36 25 brands of televisions?

1 A. I'm sure it's possible.

2 Q. Do you recall whether at that time K-Mart
3 offered televisions containing other technologies?

4 A. I don't know.

10:36 5 Q. Is it possible that they did?

6 A. It could be.

7 Q. When you were in the K-Mart, did you deal
8 with a salesperson with respect to the purchase of
9 the Curtis Mathes television?

10:36 10 A. No.

11 Q. You didn't deal with a salesperson at all?

12 A. No.

13 Q. You found the TV on the shelf, took it off
14 the shelf and took it to the cash register?

10:36 15 A. No.

16 Q. Okay. Can you explain for me how?

17 A. Well, the television was a display model.

18 Q. Okay. So you saw the display model,
19 decided to purchase it and had someone box it up
10:37 20 for you?

21 A. It actually wasn't put in a box.

22 Q. Okay. Did you negotiate the price of the
23 television at all?

24 A. No.

10:37 25 Q. Did you shop around at all to make sure

1 that you had gotten the best price?

2 A. No.

3 Q. Okay. Did you review any television
4 prices on the Internet?

10:37 5 A. No.

6 Q. Did you review any newspaper ads for
7 televisions?

8 A. No.

9 Q. Did you go to any other stores to see what
10:37 10 their offerings were and what the prices were?

11 A. No.

12 Q. Mr. Larch, do you know where K-Mart bought
13 the television that you purchased?

14 A. No.

10:37 15 Q. Do you know how much K-Mart paid for the
16 television you purchased?

17 A. No.

18 Q. Do you know when K-Mart bought the
19 television that you purchased?

10:38 20 A. No.

21 Q. Do you know whether the purchase price for
22 your Curtis Mathes television was below K-Mart's
23 cost for the television?

24 A. I have no knowledge of that.

10:38 25 Q. So you don't know?

1 A. No, I do not know.

2 Q. Okay. Are there other retailers close to
3 you or otherwise where you could have purchased the
4 product?

10:38 5 MR. GRALEWSKI: Object to the form. Vague
6 and ambiguous.

7 You can answer.

8 THE WITNESS: Yes.

9 Q. BY MS. BYRD: Yes. Can you tell me what
10:38 10 some of those retailers were at the time?

11 A. Walmart.

12 Q. Any others?

13 A. Not that I can recall.

14 Q. There's not a Sears nearby?

10:38 15 A. No.

16 Q. A Target?

17 A. No.

18 Q. A RadioShack?

19 A. Yes.

10:39 20 Q. Okay.

21 MR. GRALEWSKI: Object to the line of
22 questioning as vague and ambiguous, but continue.

23 Q. BY MS. BYRD: Was there a Circuit City
24 close to you?

10:39 25 MR. GRALEWSKI: Object to the form. Vague

1 and ambiguous.

2 Q. BY MS. BYRD: You can answer.

3 A. No.

4 Q. Was there a Best Buy?

10:39 5 A. No.

6 MR. GRALEWSKI: Same objection.

7 Q. BY MS. BYRD: A Costco?

8 MR. GRALEWSKI: Same objection.

9 THE WITNESS: No.

10:39 10 Q. BY MS. BYRD: A Sam's Club?

11 MR. GRALEWSKI: Same objections.

12 Q. BY MS. BYRD: You can answer.

13 A. No.

14 Q. Okay. When did you make the purchase?

10:39 15 A. In June of 2004.

16 Q. Do you know the exact date?

17 A. It was late June, June 24th, 2004,

18 perhaps.

19 Q. Okay. Do you have the receipt for the

10:39 20 television, Mr. Larch, not with you today --

21 A. Yes.

22 Q. -- but you maintained the receipt? Do you

23 recall how you paid for the product?

24 A. Yes.

10:40 25 Q. How did you pay for the product?

1 A. I paid \$200 in cash and used a debit card
2 for the balance.

3 Q. In terms of your payment for the
4 television, did you pay all at once for the
10:40 5 television or did you set up any kind of payment
6 plan with K-Mart?

7 A. All at once.

8 Q. And 200 in cash; is that correct?

9 A. Yes.

10:40 10 Q. And the balance on a debit card?

11 A. Yes.

12 Q. Do you know what kind of debit card?

13 A. Not offhand, no.

14 Q. So you testified that you maintained the
10:40 15 receipt reflecting the transaction; is that
16 correct?

17 A. Yes.

18 Q. Did you maintain any other documents that
19 reflected the purchase of the television?

10:40 20 A. No.

21 Q. Nothing contained inside the packaging, a
22 user manual, product specifications?

23 A. No.

24 Q. Did you get a box with the television when
10:41 25 you purchased it?

1 A. No.

2 Q. Okay. How much did you pay for the
3 television?

4 A. 389.99.

10:41 5 Q. Does the purchase price of 389.99 reflect
6 West Virginia sales tax?

7 A. No.

8 Q. Did you pay West Virginia sales tax on the
9 purchase?

10:41 10 A. Yes.

11 Q. Do you know how much?

12 A. It was 20-some dollars.

13 Q. Okay. At the time you made the purchase,
14 did K-Mart offer you any kind of low price match
10:41 15 guarantee?

16 A. No.

17 Q. Of the 389.99 that you paid for the
18 television, do you know how much of that purchase
19 price reflects the cost of the cathode ray tube?

10:41 20 A. No.

21 Q. Do you know how you would find that
22 information out?

23 MR. GRALEWSKI: Object to the form. Calls
24 for a legal conclusion.

10:42 25 THE WITNESS: I am relying on my lawyers

1 to work with appropriate professionals to determine
2 that.

3 Q. BY MS. BYRD: But you don't know how you
4 personally would go about finding that information
10:42 5 out?

6 A. No.

7 Q. Do you know, Mr. Larch, how much a CRT
8 costs -- I mean, how much a CRT costs relative to
9 the end cost of a television?

10:42 10 A. No.

11 Q. Was the product you purchased on sale?

12 A. No, it was a display unit.

13 Q. Was it discounted in any way?

14 A. I don't recall.

10:42 15 Q. Okay. And was K-Mart running any kind of
16 promotion with respect to the television that you
17 purchased?

18 A. I am not aware of that, no.

19 Q. Mr. Larch, are you aware whether the
10:43 20 television you purchased had an MSRP? Do you know
21 what an MSRP is?

22 A. No.

23 Q. Okay. It is a manufacturer's suggested
24 retail price. Are you familiar with that?

10:43 25 A. Yes.

1 Q. Okay. Do you know whether the television
2 you purchased had an MSRP?

3 A. I don't know.

4 Q. Okay. So you don't know whether the price
10:43 5 you paid was lower than MSRP?

6 A. I do not.

7 Q. Okay. Or higher than MSRP?

8 A. I do not.

9 Q. Okay. Did K-Mart offer a rebate for the
10:43 10 product that you purchased?

11 A. Not that I can recall.

12 Q. You didn't fill out any kind of K-Mart
13 rebate for the product?

14 A. No, not that I can recall.

10:43 15 Q. Do you know whether Curtis Mathes offered
16 a rebate for the product you purchased?

17 A. Not that I can recall.

18 Q. Mr. Larch, are you aware of whether the
19 price for the television you purchased went up
10:44 20 after you made the purchase?

21 A. I don't know.

22 Q. And you didn't do anything to confirm
23 whether the price went up or down after you made
24 the purchase?

10:44 25 A. No.

1 Q. Okay. Did you do anything to confirm
2 whether or not you had paid a competitive price for
3 the television after you made the purchase?

4 A. No.

10:44 5 MR. GRALEWSKI: Object to the form. Vague
6 and ambiguous.

7 Q. BY MS. BYRD: You can answer.

8 A. No.

9 Q. You didn't visit any other stores?

10:44 10 A. No.

11 Q. You didn't go on the Internet?

12 A. No.

13 Q. You didn't go back to K-Mart?

14 A. No.

10:44 15 Q. So it's your testimony that you purchased
16 a floor model?

17 A. Yes.

18 MR. GRALEWSKI: Object to the form. Asked
19 and answered.

10:44 20 Q. BY MS. BYRD: Can you tell me what that
21 means?

22 A. I walked in the store. They had this
23 television displayed on the floor.

24 Q. Okay. And did you receive a lower price
10:45 25 for the floor model than you would have for the

1 same television that had not been displayed on the
2 floor?

3 A. I would assume so.

4 Q. Okay. Do you know whether the model you
10:45 5 purchased was discontinued?

6 A. I don't know.

7 Q. Okay. When you purchased the television,
8 did you buy any accessories with it? Did you buy
9 --

10:45 10 A. I bought a smart package, a \$29 protection
11 plan in case something happened to the TV, I think.

12 Q. Okay. So it was a warranty that you
13 purchased?

14 A. Yes.

10:45 15 Q. Okay. Was it an extended warranty?

16 A. Can't recall.

17 Q. Okay. And it was the manufacturer's
18 warranty?

19 A. I don't know that either.

10:45 20 Q. Okay. Did you purchase any accessories in
21 terms of cables to hook up the TV or antenna to go
22 with the TV, anything like that?

23 A. No.

24 Q. Did you purchase any kind of customer
10:46 25 support from K-Mart or from Curtis Mathes?

1 A. No.

2 Q. At the time that you purchased your Curtis
3 Mathes television, did you purchase any other
4 products along with it, excluding the warranty that
10:46 5 we've discussed just now?

6 A. No.

7 Q. No DVD players or VCRs?

8 A. No.

9 Q. You took the product home with you that
10:46 10 day; is that correct?

11 A. Yes.

12 Q. So it wasn't delivered to you or shipped
13 to you?

14 A. No.

10:46 15 Q. Mr. Larch, do you know whether K-Mart,
16 when it purchases televisions, purchases them in
17 bulk quantities?

18 A. No.

19 Q. Do you know whether K-Mart is able to
10:46 20 negotiate a better price for those televisions
21 because it buys them in bulk quantities?

22 A. No.

23 Q. Mr. Larch, what have you used the product
24 for?

10:47 25 A. Everyday use, just watching television.

1 Q. Personal use?

2 A. Personal use, yes.

3 Q. Was the product in your home?

4 A. Yes.

10:47 5 Q. Okay. Is the product still in your home?

6 A. Yes.

7 Q. Do you have any complaints with the
8 product?

9 A. Other than learning about this
10:47 10 overcharging, no.

11 Q. So you feel like it's been a good product?

12 MR. GRALEWSKI: Object to the form. Vague
13 and ambiguous.

14 You can answer.

10:47 15 THE WITNESS: I feel like I've overpaid
16 and others have overpaid, but other than that, no,
17 it's been okay.

18 Q. BY MS. BYRD: You've never had occasion to
19 contact K-Mart with any technical difficulties or
10:47 20 complaints?

21 A. No.

22 Q. Ever had any occasion to contact Curtis
23 Mathes with any complaints?

24 A. No.

10:48 25 Q. Was your product new or used when you

1 purchased it?

2 A. New.

3 Q. And you still own the product?

4 A. Yes.

10:48 5 Q. Mr. Larch, how do you know your product
6 contained a cathode ray tube?

7 A. My lawyers asked me to remove the back of
8 the television and provide them with a photograph
9 of the cathode ray tube.

10:48 10 Q. Okay. You did this at the request of your
11 lawyers?

12 MR. GRALEWSKI: And I just want to remind
13 the witness that in answering the question, you
14 shouldn't reveal any communications with your
10:48 15 lawyers, and I am going to instruct him not to
16 answer that question.

17 Q. BY MS. BYRD: Okay. Do you take the
18 advice of your counsel?

19 A. Yes.

10:49 20 Q. You personally removed the back of your
21 television and photographed the inside of the
22 television?

23 MR. GRALEWSKI: You can answer that
24 question.

10:49 25 THE WITNESS: Yes.

1 Q. BY MS. BYRD: Okay. And when did you do
2 this?

3 MR. GRALEWSKI: Counsel's going to
4 continue to ask you questions, and you can answer
10:49 5 those questions as long as I don't object and
6 instruct you not to answer.

7 THE WITNESS: Yesterday morning.

8 Q. BY MS. BYRD: Yesterday morning. Okay.
9 Mr. Larch, when did you become a plaintiff in this
10:49 10 litigation?

11 A. 2008.

12 Q. Okay. So do you know when in 2008?

13 A. I'm pretty sure that the complaint was
14 filed in March of 2008. So would have been shortly
10:49 15 before that.

16 Q. Shortly before March of 2008; is that
17 correct?

18 A. Yes.

19 Q. Before March of 2008, had you done
10:49 20 anything to confirm that there was a cathode ray
21 tube inside of your Curtis Mathes television? You
22 can answer the question.

23 A. No.

24 Q. No. Had you reviewed any product
10:50 25 specifications?

1 A. No.

2 Q. Spoken with anyone at Curtis Mathes about
3 whether the television contained a CRT?

4 A. No.

10:50 5 Q. Okay. So before March of 2008, actually,
6 until yesterday morning, what led you to believe
7 that there was a cathode ray tube contained inside
8 your television?

9 A. Please restate that.

10:50 10 Q. Okay. Until yesterday morning when you
11 opened your television, why did you believe that
12 there was a cathode ray tube contained inside the
13 Curtis Mathes TV?

14 A. Well, I have known there was a cathode ray
10:50 15 tube in that TV since early 2008.

16 Q. Okay. But how did you know that?

17 MR. GRALEWSKI: You can answer the
18 question, just don't reveal any communications with
19 counsel.

10:50 20 THE WITNESS: Just based on the size of
21 the television.

22 Q. BY MS. BYRD: Based on the size and
23 appearance of the television; is that correct?

24 A. Yes.

10:51 25 Q. But you've never done anything to confirm

1 that there was a CRT inside of the television until
2 yesterday?

3 MR. GRALEWSKI: Sorry, Counsel. Object to
4 the form of the question. Lacks foundation.
10:51 5 Misstates testimony.

6 THE WITNESS: No.

7 Q. BY MS. BYRD: Okay. And why had you not
8 done anything to confirm that there was a CRT
9 inside of your television until you opened it
10:51 10 yesterday?

11 MR. GRALEWSKI: Object to the form. Lacks
12 foundation. Vague and ambiguous. Misstates
13 testimony.

14 THE WITNESS: I knew there was one inside
10:51 15 the television.

16 Q. BY MS. BYRD: So it's your testimony that
17 you knew that there was one, but you had done
18 nothing to confirm that there was one until
19 yesterday morning?

10:51 20 MR. GRALEWSKI: Object to the form. Vague
21 and ambiguous. Lacks foundation. Misstates
22 testimony.

23 THE WITNESS: Yes.

24 Q. BY MS. BYRD: Okay. When you opened the
10:51 25 product yesterday morning, were you able to

1 identify the CRT component?

2 A. Yes.

3 Q. Okay. Were you able to confirm who made
4 the CRT component contained inside your television?

10:52 5 A. Yes.

6 Q. And who was the manufacturer of the CRT
7 contained inside your television?

8 A. Toshiba.

9 Q. Toshiba. And how did you know that
10:52 10 Toshiba was the manufacturer of the CRT inside of
11 your television?

12 A. The Toshiba logo was on the CRT.

13 Q. Do you know whether Toshiba is a defendant
14 in this action?

10:52 15 A. Yes.

16 Q. Okay. Are you aware that there are
17 manufacturers of cathode ray tubes who have not
18 been named defendants in this litigation?

19 MR. GRALEWSKI: Object to the form. Asked
10:52 20 and answered.

21 THE WITNESS: Yes.

22 Q. BY MS. BYRD: Is it possible that the CRT
23 that's inside your television was manufactured by
24 someone who is not a defendant in this litigation?

10:53 25 A. I don't know.

1 Q. You don't know. Mr. Larch, do you know
2 whether over the class period and to the present
3 the price of CRT televisions has gone up?

4 A. Do I know that? No, I am not aware of
10:53 5 that.

6 Q. Do you know whether beginning from the
7 start of the class period and continuing to the
8 present, the price of CRT televisions has gone
9 down?

10:53 10 A. No.

11 MR. GRALEWSKI: Go ahead.

12 Q. BY MS. BYRD: Do you know whether the
13 prices have stayed the same over the same time
14 period?

10:53 15 A. No.

16 Q. Okay. Have you done anything to monitor
17 the prices of CRT televisions over the time period?

18 A. No, I am relying on my lawyers to do that
19 type of research.

10:54 20 Q. You have done no personal research?

21 A. No.

22 Q. Mr. Larch, if you were to try to purchase
23 your Curtis Mathes television today, do you know
24 whether you would pay a price that's higher for the
10:54 25 television than what you paid in 2004?

1 A. I wouldn't know.

2 Q. Do you know whether you'd pay a price
3 that's lower?

4 A. You just want me to speculate?

10:54 5 Q. I'm asking you, do you know?

6 A. I don't know.

7 Q. Okay. Do you know, Mr. Larch, whether the
8 price for LCD televisions have gone up or down from
9 the beginning of the start of the class period to
10:54 10 the present?

11 A. Yes.

12 Q. And what have the prices of LCD
13 televisions done?

14 A. Generally gone down.

10:54 15 Q. Okay. Do you know whether the price of
16 plasma televisions have generally gone up or down
17 beginning at the start of the class period and
18 continuing to the present?

19 A. Yes.

10:55 20 Q. And what have those prices done?

21 A. Generally gone down.

22 Q. Okay. Have you ever purchased a non- --
23 did you ever purchase a non-CRT television during
24 the relevant period?

10:55 25 A. Yes.

1 Q. Okay. But you're not claiming damages for
2 that product in this case?

3 A. No.

4 Q. And what was the technology contained in
10:55 5 that television?

6 A. LCD.

7 Q. And when did you buy that product?

8 A. Early 2000s.

9 Q. Did you buy it before you bought your
10:55 10 Curtis Mathes television?

11 A. I don't recall the exact date.

12 Q. Okay. Do you know when you bought it?
13 I'm sorry, you don't know for certain when you
14 bought it?

10:55 15 A. That's correct.

16 Q. Do you know what you paid for it?

17 A. Not offhand.

18 Q. Do you know where you purchased it?

19 A. Yes.

10:55 20 Q. Where did you purchase it?

21 A. Best Buy.

22 Q. And what brand was the television?

23 A. I don't recall.

24 Q. Did you purchase it for personal use?

10:56 25 A. I purchased it for my mom and dad.

1 Q. Okay. So you didn't purchase it for
2 yourself. You purchased it for your parents?

3 A. That's correct.

4 Q. It's never been in your home?

10:56 5 A. Never.

6 Q. Why did you select that technology as
7 opposed to a CRT television?

8 A. My mom picked out that TV.

9 Q. You didn't personally select the TV?

10:56 10 A. No.

11 Q. Okay. Mr. Larch, you testified earlier
12 that there was a Walmart and a RadioShack that were
13 convenient to you at the time you purchased the
14 Curtis Mathes television?

10:56 15 A. Yes.

16 Q. Do you know whether Walmart or RadioShack
17 offered similarly-priced CRTs to the one that you
18 purchased?

19 A. No.

10:57 20 Q. Do you know whether they offered
21 televisions with similar specifications to the one
22 that you purchased?

23 A. No.

24 Q. Do you know whether they offered
10:57 25 televisions that contained LCD technology?

1 A. No.

2 Q. Plasma technology?

3 A. No.

4 Q. And you never went into the stores to
10:57 5 confirm what their offerings were?

6 A. No.

7 (Discussion off the record.)

8 THE VIDEOGRAPHER: The time is 10:59 a.m.
9 We are going off the record.

10:57 10 (Whereupon a recess was taken.)

11 THE VIDEOGRAPHER: Time is 11:16 a.m. We
12 are back on the record.

13 Q. BY MS. BYRD: Mr. Larch, we just took a
14 short break. Welcome back. I'd just like to
11:17 15 remind you that you are still under oath.

16 A. Yes, ma'am.

17 (Reporter marked Exhibit No. 146 for
18 identification.)

19 Q. BY MS. BYRD: Mr. Larch, do you recognize
11:17 20 this document?

21 A. Yes.

22 Q. Okay. What is this document?

23 A. K-Mart receipt for the purchase of my
24 television.

11:17 25 Q. Okay. The receipt appears to be dated

1 June 22nd, 2004; is that correct?

2 A. Yes.

3 Q. Okay. And I think earlier you may have
4 testified that you bought your television on June
11:18 5 24th. Does this refresh your recollection as to
6 when you bought your television?

7 A. I knew it was the end of June, yes.

8 Q. Okay. The receipt appears to reflect the
9 purchase of two items, the first being a color TV
11:18 10 for 389.99; is that correct?

11 A. Yes.

12 Q. And the second item being something called
13 a "smart plan" for 29.99; is that correct?

14 A. Yes.

11:18 15 Q. Okay. Does this receipt, which by the way
16 is Bates labeled CRT000171, and it is a one-page
17 document, does this receipt reflect the purchase of
18 the Curtis Mathes television and the smart plan
19 warranty that we have been discussing this morning?

11:18 20 A. Yes.

21 Q. Does it reflect the amount of West
22 Virginia sales tax that you paid?

23 A. Yes.

24 Q. And what is the amount of the sales tax
11:18 25 that you paid?

1 A. 25.20.

2 Q. Okay. And does this receipt reflect,

3 Mr. Larch, that you tendered \$200 in cash?

4 A. Yes.

11:19 5 Q. And does it reflect that the balance of

6 the purchase price for the smart plan and the

7 television were paid for with a debit card?

8 A. Yes.

9 Q. Okay. And what is the amount of the

11:19 10 balance that was paid for with the debit card?

11 A. \$245.18.

12 Q. Mr. Larch, does Exhibit 146 refresh your

13 recollection as to what the smart plan that you

14 purchased entailed?

11:19 15 A. Yes.

16 Q. Okay. And could you go into greater

17 detail for me as to what the smart plan entailed?

18 A. The receipt confirms that it was a

19 one-year warranty, 12 months parts, three months

11:20 20 labor.

21 Q. Does the receipt refresh your recollection

22 as to whether it was a manufacturer's warranty?

23 A. Yes.

24 Q. Was it a manufacturer's warranty?

11:20 25 A. Yes.

1 Q. It is not a K-Mart warranty?

2 MR. GRALEWSKI: I am going to object to
3 this question and the previous questions as to
4 form. Document speaks for itself. Best evidence.

11:20 5 You can answer.

6 THE WITNESS: It states it's a
7 manufacturer's warranty.

8 MS. BYRD: Okay. You can set that aside.

9 (Reporter marked Exhibit No. 147 for
11:21 10 identification.)

11 Q. BY MS. BYRD: Okay. This is Exhibit 147,
12 and it is a one-page document bearing the Bates No.
13 CRT000172.

14 Mr. Larch, do you recognize this document?

11:21 15 A. Yes.

16 Q. And what is it?

17 A. It's a picture of the back of my
18 television.

19 Q. Okay. Did you take this photograph?

11:21 20 A. Yes.

21 Q. Okay. Did you take this photograph for
22 purposes of this litigation?

23 MR. GRALEWSKI: You can answer that
24 question "yes" or "no." Just don't reveal any
11:21 25 communications.

1 THE WITNESS: Yes.

2 Q. BY MS. BYRD: Okay. Just a second ago you
3 testified that this is a photograph of the back of
4 a television. Is it your testimony that this is
11:22 5 the back of the Curtis Mathes television we've been
6 discussing this morning?

7 A. Yes.

8 Q. Okay.

9 (Reporter marked Exhibit No. 148 for
11:22 10 identification.)

11 Q. BY MS. BYRD: Exhibit 148 is a one-page
12 document bearing the Bates No. CRT000173?

13 Do you recognize this document, Mr. Larch?

14 A. Yes.

11:22 15 Q. And what is this document?

16 A. This is a very blurry picture of the front
17 of my television.

18 Q. Okay. In spite of the blurriness of this
19 photograph, is it your testimony that this

11:23 20 photograph is a picture of the Curtis Mathes
21 television we've been discussing this morning?

22 A. Yes.

23 Q. Did you take this photograph?

24 A. I did.

11:23 25 Q. And did you take this photograph for

1 purposes of this litigation?

2 MR. GRALEWSKI: You can answer that.

3 THE WITNESS: Yes.

4 Q. BY MS. BYRD: Okay. And with respect to
11:23 5 both Exhibits 147 and 148, when did you take the
6 photographs contained in those exhibits?

7 A. Within the last 60 days.

8 MS. BYRD: Okay. I'd like the record to
9 reflect that these documents don't have Bates
11:24 10 numbers and were produced last night, but counsel
11 plans to produce Bates numbered versions of these
12 documents in the future.

13 (Reporter marked Exhibit No. 149 for
14 identification.)

11:25 15 Q. BY MS. BYRD: Do you recognize this
16 document, Mr. Larch?

17 A. Yes.

18 Q. What is this document?

19 A. A photograph of the back of my Curtis
11:25 20 Mathes television.

21 Q. Okay. And did you take this photograph?

22 A. Yes.

23 Q. Did you take it for purposes of this
24 litigation?

11:25 25 A. Yes.

1 Q. And when did you take this photograph?

2 A. Yesterday.

3 Q. Does this photograph reflect the cathode
4 ray component inside of your television?

11:25 5 A. Yes.

6 Q. Okay. Can you point it out? Okay. Thank
7 you.

8 (Reporter marked Exhibit No. 150 for
9 identification.)

11:26 10 Q. BY MS. BYRD: Do you recognize this
11 document, Mr. Larch?

12 A. Yes.

13 Q. Okay. And what is this document?

14 A. A photograph of the back of my Curtis
11:26 15 Mathes television.

16 Q. Did you take this photo?

17 A. Yes.

18 Q. When did you take it?

19 A. Yesterday.

11:26 20 Q. And you took it for purposes of this
21 litigation?

22 A. Yes.

23 Q. Okay. Thanks.

24 Okay. Mr. Larch, earlier you testified
11:26 25 that you bought your Curtis Mathes television at a

1 K-Mart in Weirton; is that correct?

2 A. Yes.

3 Q. Okay. Is it your belief that K-Mart
4 competes with other retailers for the sale of
11:26 5 televisions?

6 A. Yes.

7 Q. Okay. You mentioned, I believe, a
8 RadioShack and Walmart also being close to your
9 home?

11:27 10 A. Yes.

11 Q. Is it your testimony that K-Mart competes
12 with retailers such as Walmart and RadioShack for
13 the sale of televisions?

14 A. Among other products, yes.

11:27 15 Q. Okay. Were you aware of TV retailers,
16 among them K-Mart, offering inducements to get
17 customers into their stores to purchase products?

18 MR. GRALEWSKI: Object to the form. Lacks
19 foundation. Calls for speculation. Vague and
11:27 20 ambiguous as to time.

21 THE WITNESS: Yes.

22 Q. BY MS. BYRD: Yes, okay. Are you familiar
23 with the concept of a loss leader?

24 MR. GRALEWSKI: Object to the form. Vague
11:28 25 and ambiguous. Calls for a legal conclusion.

1 Q. BY MS. BYRD: You can answer.

2 MR. GRALEWSKI: May I? You can answer
3 counsel's questions as long as I don't instruct you
4 not to answer and so long as you understand them.

11:28 5 If you don't understand them, you can ask
6 her to rephrase or you can say you don't
7 understand, but otherwise you can answer the
8 question unless I instruct you not to answer, and
9 I'll just state my objections for the record.

11:28 10 THE WITNESS: Thank you.

11 MR. GRALEWSKI: Yep.

12 THE WITNESS: Yes.

13 Q. BY MS. BYRD: Can you explain to me what
14 the concept of a loss leader is?

11:28 15 MR. GRALEWSKI: Object to the form. Calls
16 for a legal and expert testimony.

17 THE WITNESS: Companies sometimes offer
18 products at discount prices to induce customers to
19 become customers long term.

11:28 20 Q. BY MS. BYRD: Okay. And is it possible
21 that K-Mart sold you your Curtis Mathes television
22 at a price that was below K-Mart's cost?

23 MR. GRALEWSKI: Object to the form. Lacks
24 foundation. Calls for speculation. Compound.

11:29 25 THE WITNESS: I really don't know.

1 Q. BY MS. BYRD: You don't know whether it's
2 possible?

3 MR. GRALEWSKI: Same objections. Asked
4 and answered.

11:29 5 THE WITNESS: I don't know.

6 Q. BY MS. BYRD: Is it possible that K-Mart
7 used the Curtis Mathes television that you
8 purchased as a loss leader?

9 MR. GRALEWSKI: Object to the form. Vague
11:29 10 and ambiguous. Calls for legal and expert
11 testimony. Lacks foundation. Calls for
12 speculation.

13 THE WITNESS: I don't know.

14 Q. BY MS. BYRD: Mr. Larch, did you shop
11:29 15 around to get a good deal on the television that
16 you purchased?

17 MR. GRALEWSKI: Object to the form. Asked
18 and answered.

19 THE WITNESS: No.

11:29 20 Q. BY MS. BYRD: You did not. Do you know if
21 you could have gotten a better deal if you had
22 purchased your Curtis Mathes television at another
23 retailer other than K-Mart?

24 A. I have no idea.

11:29 25 Q. So did you not look into it at all?

1 A. No.

2 Q. Okay. At the time that you purchased the
3 Curtis Mathes television, did you consider it to be
4 a significant purchase in terms of the amount of
11:30 5 money spent?

6 A. No.

7 Q. You did not. Is it your general practice
8 to not shop around in terms of purchases that you
9 make?

11:30 10 A. It is.

11 Q. Okay. Mr. Larch, when you paid 389.99 for
12 your Curtis Mathes television, was that a
13 competitive price?

14 A. Well, at the time I believe it was. I
11:30 15 wouldn't have bought it otherwise, but I now
16 believe I was overcharged.

17 Q. Okay. So it is now your testimony that
18 you now believe you paid too much for the
19 television?

11:30 20 A. Yes.

21 Q. How much more than you should have paid?

22 A. I am going to have to rely on experts and
23 my lawyers to tell me that. I don't know.

24 Q. You personally do not know how much you
11:31 25 should have paid?

1 A. No.

2 Q. Okay. You don't know what the product
3 should have cost?

4 A. I do not.

11:31 5 Q. How do you know, Mr. Larch, that the
6 alleged overcharge was passed on to you?

7 A. Well, based on conversations with my
8 lawyers, I know at least one company is
9 cooperating, has admitted to this conspiracy of
11:31 10 price-fixing and has provided emails to that
11 effect.

12 Q. You have no personal knowledge, however,
13 as to whether the overcharge was passed on to you?

14 A. My knowledge is based on conversations
11:31 15 with my lawyers.

16 Q. Okay. No personal knowledge, meaning no
17 personal experience, no independent research?

18 A. No.

19 Q. Okay. If the overcharge had not been
11:32 20 passed on to you, have you been injured?

21 MR. GRALEWSKI: Object to the form. Lacks
22 foundation. Calls for speculation. Calls for a
23 legal conclusion.

24 THE WITNESS: I don't know.

11:32 25 Q. BY MS. BYRD: If the alleged price-fixing

1 of a CRT tube resulted in the price being elevated
2 \$10 more and that \$10 more was absorbed completely
3 by the manufacturer of your Curtis Mathes
4 television, have you been injured?

11:32 5 MR. GRALEWSKI: Object to the form of the
6 question. Incomplete hypothetical. Compound.
7 Vague and ambiguous. Calls for speculation. Calls
8 for legal and expert testimony, expert testimony
9 and a legal conclusion.

11:32 10 You can answer.

11 THE WITNESS: Yeah, I am going to rely on
12 economists and other professionals that can
13 evaluate that. It is a complex topic. I am not
14 qualified to speak to that.

11:33 15 Q. BY MS. BYRD: So is it your testimony that
16 you don't know?

17 A. Yes.

18 Q. What is the total amount that you believed
19 defendants' alleged conduct has cost you?

11:33 20 MR. GRALEWSKI: Object to the form. Asked
21 and answered.

22 THE WITNESS: Again, I am going to rely on
23 someone who does that type of analysis. I am not
24 qualified to answer that. I am going to rely on my
11:33 25 lawyers.

1 Q. BY MS. BYRD: My question is not who you
2 would rely on to get that information. My question
3 is do you personally know?

4 MR. GRALEWSKI: Object to the form. Asked
11:33 5 and answered.

6 THE WITNESS: I am going to rely on my
7 lawyers. I don't know the answer to that.

8 Q. BY MS. BYRD: You don't know the answer?

9 A. Yeah.

11:33 10 Q. Mr. Larch, what is the total amount you
11 expect to receive if you prevail in this case?

12 A. I have no idea.

13 Q. And do you think all of the members of the
14 class, yourself included, should receive the same
11:33 15 amount should you prevail?

16 A. I think all the individuals and businesses
17 who indirectly purchased a CRT and were
18 economically harmed should be reimbursed.

19 Q. Do you believe that they should receive
11:34 20 the same amount, was my question?

21 A. I am going to rely on my lawyer and the
22 economists to tell me that.

23 Q. Okay. My question wasn't who you would
24 rely on to ascertain that information. My question
11:34 25 was whether or not you believe that all of the

1 class members should receive the same amount?

2 A. I believe if they were harmed in a similar
3 manner, yes, but I am not the expert to determine
4 that.

11:34 5 Q. Okay. And what if they were not harmed in
6 a similar manner?

7 A. I would rely on those experts to tell us
8 what the damages should be. I am not in a position
9 to answer that.

11:34 10 Q. So is it your testimony you don't know
11 personally?

12 A. Yes.

13 Q. Okay. Mr. Larch, whose decision was it to
14 bring this lawsuit?

11:35 15 A. Well, I am one of the plaintiffs.

16 Q. So was it your decision to bring this
17 lawsuit?

18 A. Along with other plaintiffs, yes.

19 Q. But I believe you testified earlier that
11:35 20 at the time that you learned of the CRT litigation,
21 it was already ongoing; is that correct?

22 A. Yes.

23 Q. Okay. So the beginning of the lawsuit was
24 before you became a plaintiff; is that correct?

11:35 25 A. But I think the original complaint was

1 filed after I became a plaintiff.

2 Q. Okay. So whose initial decision was it to
3 bring this lawsuit?

4 A. I don't know.

11:35 5 Q. But it was not your decision initially?

6 A. No.

7 MR. GRALEWSKI: Object to the phrase --
8 the way you phrased that question was vague and
9 ambiguous, so I am going to object to the form of
11:35 10 it.

11 (Previously marked Exhibit No. 11 for
12 identification.)

13 Q. BY MS. BYRD: Mr. Larch, this is a long
14 document, over 100 pages. So take as much time as
11:36 15 you would like, but to the extent you need to
16 review a specific portion of it, I'll direct you.

17 A. Okay.

18 Q. You ready? Mr. Larch, do you recognize
19 this document?

11:36 20 A. Yes.

21 Q. Okay. Have you reviewed this document
22 prior to this morning?

23 A. Yes.

24 Q. Do you know when you reviewed it?

11:37 25 A. Yes.

1 Q. When did you review it?

2 A. Yesterday.

3 Q. And how many times did you review this
4 document?

11:37 5 A. A number of times over the past -- I think
6 this is the amended one, but a handful of times.

7 Q. Okay. So in addition to yesterday, you've
8 reviewed this document on other occasions?

9 A. Yes.

11:37 10 Q. And who showed this document to you?

11 A. My lawyer.

12 Q. Do you know how many times you reviewed
13 it?

14 A. A handful of times.

11:37 15 Q. Okay. Mr. Larch, were you involved in the
16 drafting of this complaint?

17 A. No.

18 Q. Okay. In general, Mr. Larch, what is your
19 knowledge of the allegations contained in the
11:37 20 complaint?

21 A. That a conspiracy among cathode ray tube
22 manufacturers took place where they agreed to fix
23 prices, limit the production, and these cathode ray
24 tubes were used in televisions and computer
11:38 25 monitors.

1 Q. Okay. Do you have any personal knowledge
2 of the allegations contained in the complaint?

3 A. No.

4 Q. When did you first decide to sue
11:38 5 defendants?

6 A. 2008.

7 Q. When did you first conclude that you had
8 been allegedly overcharged by the defendants in
9 this case?

11:38 10 A. 2008.

11 Q. Okay. Before you decided to sue
12 defendants, did you conduct any research on any of
13 the defendants, including my clients, SEC and SEA?

14 A. No.

11:38 15 Q. Did you research the television industry?

16 A. No.

17 Q. Did you research cathode ray tubes?

18 A. No.

19 Q. Mr. Larch, I believe you just testified
11:39 20 that you conducted no research on the defendants
21 named in this complaint before you brought suit; is
22 that correct?

23 A. Yes.

24 Q. Okay. And how did you make the decision
11:39 25 to include the defendants named in this complaint?

1 MR. GRALEWSKI: I just want to caution the
2 witness not to reveal any communications with your
3 lawyers. And to the extent you can answer the
4 question without revealing communications with your
11:39 5 lawyers, you can answer the question, and if you
6 can't, then you need to not answer the question.

7 THE WITNESS: Conversations with my
8 lawyer.

9 Q. BY MS. BYRD: Did you personally have any
11:39 10 input into which defendants are named in this
11 complaint?

12 MR. GRALEWSKI: I am going to instruct him
13 not to answer that question because I think it
14 calls for him to tell you what he told his lawyer,
11:40 15 and on that basis, I am going to instruct him not
16 to answer.

17 THE WITNESS: I am going to accept the
18 advice of my lawyer.

19 Q. BY MS. BYRD: Okay. The complaint
11:40 20 describes a class period that stretches from March
21 1st, 1995, through November 25th, 2007. Why did
22 you choose this period as the relevant period for
23 this litigation?

24 MR. GRALEWSKI: Same instruction. If you
11:40 25 can answer the question without revealing

1 communications, go ahead and answer the question.
2 If you can't, you shouldn't reveal any
3 communications with your lawyers.

4 THE WITNESS: I have relied and continue
11:40 5 to rely on my lawyer, my team of lawyers on this
6 case.

7 Q. BY MS. BYRD: Okay. Without going into
8 the content of any communications you've had with
9 any of your attorneys, do you personally know why
11:40 10 this period was chosen?

11 A. No.

12 Q. Okay. Could you turn to Page 9, the page
13 numbers on the bottom, and review Paragraph 49 for
14 me and then let me know when you've had a chance to
11:41 15 read it?

16 A. Okay.

17 Q. Okay. Paragraph 49 reads that you're a
18 West Virginia resident; is that correct?

19 A. Yes.

11:41 20 Q. Okay. And you've lived in West Virginia
21 continuously for your entire life, you testified
22 earlier; is that correct?

23 A. Yes.

24 Q. Okay. Paragraph 49 continues:

11:41 25 "During the relevant period, Mr. Larch

1 indirectly purchased CRT products from
2 one or more of the defendants or their
3 co-conspirators and has been injured
4 by reason of the antitrust violations
11:41 5 alleged in this complaint."

6 Did I read that correctly?

7 A. Yes.

8 Q. And the CRT product that you purchased is
9 the Curtis Mathes CRT TV that we've been discussing
11:42 10 this morning?

11 A. Yes.

12 Q. Okay. And you've never purchased a CRT
13 tube on its own; is that correct?

14 A. No.

11:42 15 Q. Okay. Let's turn back to Page 1, please,
16 and take a moment and read Paragraph 1 to yourself.

17 A. Okay.

18 Q. Okay. Do you have any person -- I'm
19 sorry. Paragraph 1 states that:

11:43 20 "Defendants conspired to fix, raise,
21 maintain and/or stabilize the prices
22 of CRTs sold in the United States."

23 Do you have any personal knowledge of the
24 allegations contained in Paragraph 1 of the
11:43 25 complaint?

1 A. Other than companies pleading guilty.

2 Q. Personal knowledge, meaning personal
3 experience, personal interactions, personal
4 research?

11:43 5 A. No, no.

6 Q. Okay. Do you have any personal knowledge
7 as to whether my clients, SEC or SEA, conspired to
8 fix the price of CRTs?

9 A. Personal knowledge, I think, didn't
11:43 10 Samsung, they pled guilty, didn't they?

11 Q. No. Let me reask my question.

12 A. Okay.

13 MR. GRALEWSKI: Hold on a second. Time
14 out. You asked him if he had questions or needed
11:44 15 clarification, that he could ask you during the
16 course of the deposition.

17 MS. BYRD: Okay.

18 MR. GRALEWSKI: I believe he stated
19 something, and you just said something that was
11:44 20 false as phrased. So I would like you to clarify
21 that. Because what you've done is confuse the
22 witness, perhaps unintentionally.

23 MS. BYRD: Unintentionally.

24 Q. Neither my clients, SEC or SEA -- you used
11:44 25 the term "Samsung," right?

1 A. Uh-huh.

2 Q. Neither my clients, SEC or SEA, has pled
3 guilty in this matter. They continue to litigate
4 it, okay.

11:44 5 MR. GRALEWSKI: Thank you, Counsel.

6 Q. BY MS. BYRD: Do you have any personal
7 knowledge as to whether my clients, SEC or SEA --

8 A. No.

9 Q. -- conspired to fix the price of tubes?

11:44 10 A. I do not.

11 Q. Okay. Then what is your basis for the
12 allegations contained in Paragraph 1 of the
13 complaint, Mr. Larch?

14 A. My basis is information provided to me by
11:44 15 my lawyers.

16 Q. Okay. Let's turn to Page 12. Can you
17 take a minute and review Paragraph 61 of the
18 complaint?

19 A. Okay.

11:45 20 Q. Okay. Are you alleging that my client,
21 SEC, manufactured cathode ray tubes?

22 A. I think yes, in Paragraph 61, yes.

23 Q. You're alleging in Paragraph 61 that they
24 manufactured cathode ray tubes?

11:45 25 A. Either directly or indirectly.

1 Q. Okay. And you testified earlier that you
2 are aware that my client, SEC, never manufactured
3 tubes; is that correct?

4 MR. GRALEWSKI: Object to the form. Lacks
11:46 5 foundation. Misstates testimony.

6 THE WITNESS: Yes.

7 Q. BY MS. BYRD: Okay. Could you look at
8 Paragraph 62 right beneath that, please?

9 MR. GRALEWSKI: Also calls for a legal
11:46 10 conclusion.

11 THE WITNESS: Okay.

12 Q. BY MS. BYRD: Okay. Same question, are
13 you alleging that my client, SEA, manufactured
14 tubes?

11:46 15 A. Either directly or indirectly, yes.

16 Q. Okay. Was it also your testimony earlier
17 that my client, SEA, never manufactured tubes?

18 MR. GRALEWSKI: Object to the form. Lacks
19 foundation. Misstates testimony.

11:46 20 THE WITNESS: Yes.

21 Q. BY MS. BYRD: Okay. Could you please turn
22 to Page 31 and review Paragraph 134?

23 A. Okay.

24 Q. Mr. Larch, is it your allegations that my
11:48 25 clients, SEC and SEA, engaged in a contract,

1 combination, trust or conspiracy, the effect of
2 which has been to raise, fix, maintain and/or
3 stabilize the prices at which they sold CRT tubes?

4 A. Yes.

11:48 5 Q. Even though neither SEC nor SEA has ever
6 manufactured tubes?

7 MR. GRALEWSKI: Object to the form. Lacks
8 foundation.

9 THE WITNESS: Yes.

11:48 10 MR. GRALEWSKI: Calls for a legal
11 conclusion.

12 Q. BY MS. BYRD: You believe it's appropriate
13 to allege this against my clients, SEC and SEA,
14 even though they never purchased tubes?

11:48 15 MR. GRALEWSKI: Object to the form. Lacks
16 foundation. Calls for a legal conclusion.

17 THE WITNESS: Yes.

18 Q. BY MS. BYRD: You believe that it is
19 appropriate to allege that a company fixed the
11:48 20 price of something that it never made?

21 MR. GRALEWSKI: Object to the form.
22 Incomplete hypothetical. Lacks foundation. Calls
23 for a legal conclusion. Asked and answered.

24 THE WITNESS: Yes.

11:48 25 Q. BY MS. BYRD: And why do you think it's

1 appropriate?

2 A. Based on --

3 MR. GRALEWSKI: Same objections.

4 You can answer.

11:49 5 THE WITNESS: Based on information
6 provided --

7 MR. GRALEWSKI: And I just want to caution
8 you -- go ahead and answer the question. Just
9 don't reveal communications.

11:49 10 THE WITNESS: Based on conversations with
11 my lawyers and evidence that they've discovered, I
12 firmly believe that these companies conspired to
13 artificially fix these prices which ultimately cost
14 consumers and small business owners.

11:49 15 Q. BY MS. BYRD: Are you aware whether your
16 attorneys ever made any investigation into whether
17 my clients, SEC or SEA, in fact, manufactured
18 tubes?

19 A. I would be speculating. I am not directly
11:49 20 aware, no.

21 Q. You are not aware?

22 A. Yes.

23 Q. Okay. Could you turn to Page 48, please,
24 and review Paragraph 214.

11:50 25 A. Okay.

1 Q. Okay. What is your basis, Mr. Larch, of
2 making the allegation which is contained in the
3 second sentence of Paragraph 214 which reads:

4 "The entire overcharge at issue was
11:50 5 passed on to plaintiffs and members of
6 the indirect purchaser classes"?

7 A. Basis of this charge is research done by
8 my lawyers.

9 Q. And you have confirmed that your lawyers
11:51 10 have researched this issue?

11 A. What would be an example of "confirmed"?
12 What do you mean "confirmed"?

13 Q. Do you have any personal knowledge that
14 the overcharge at issue was passed on to you and to
11:51 15 other plaintiffs?

16 A. Other than with conversations with my
17 lawyers.

18 Q. No personal knowledge?

19 A. No.

11:51 20 Q. Okay. And do you know how much K-Mart
21 paid for the TV that it sold to you?

22 A. No.

23 Q. Okay. Do you know whether K-Mart passed
24 any overcharge, to the extent that one existed, on
11:51 25 to you?

1 A. No.

2 Q. Okay. Do you know whether K-Mart sold the
3 TV to you at below its own cost?

4 A. I don't know.

11:52 5 Q. Okay. Would you turn to Page 92, please,
6 and take a moment and review Paragraphs 284 and
7 285.

8 MR. GRALEWSKI: I am going to object to
9 the previous three questions as asked and answered
11:52 10 and lacking foundation and calls for speculation.

11 THE WITNESS: Okay.

12 Q. BY MS. BYRD: Okay. Mr. Larch, do you
13 have any personal knowledge of the allegations
14 contained in either Paragraph 284 or Paragraph 285?

11:53 15 A. Other than the conversations with my
16 lawyers, no.

17 Q. Okay. Would you flip back to Page 77,
18 please. Feel free to review the entirety of
19 Paragraph 267. I am going to ask you questions
11:53 20 about Subparts (a) and (c).

21 A. Okay.

22 Q. Mr. Larch, do you have any personal
23 knowledge of the allegations contained in Paragraph
24 267, Subpart (a)?

11:54 25 A. Other than conversations with my lawyers,

1 no.

2 Q. Okay. Do you have any personal knowledge
3 as to the allegations contained in Paragraph 267,
4 Subpart (c)?

11:54 5 A. Other than conversations with my lawyers,
6 no.

7 MS. BYRD: I think that is all the
8 questions that I have.

9 (Discussion off the record.)

11:54 10 THE VIDEOGRAPHER: The time is 11:54 a.m.
11 We are going off the record.

12 (Whereupon a recess was taken.)

13 (Reporter marked Exhibit No. 151 for
14 identification.)

12:12 15 THE VIDEOGRAPHER: Time is 12:12 p.m. We
16 are back on the record.

17 EXAMINATION BY MR. GRALEWSKI

18 Q. Good afternoon, Mr. Larch.

19 A. Good afternoon.

12:12 20 Q. Counsel for Toshiba and Philips have
21 indicated that they don't have any questions for
22 you today. I have just a couple. Thank you for
23 your time today.

24 Placed in front of you is a document that
12:13 25 I've asked the court reporter to mark as Exhibit

1 151 to your deposition. Can you take a moment to
2 look at that and then tell me when you're finished
3 looking at it?

4 A. Okay.

12:13 5 Q. Have you seen Exhibit 151 before?

6 A. Yes.

7 Q. What is it?

8 A. It's the complaint, the original complaint
9 that was filed in 2008.

12:13 10 Q. Okay. When was the first time you saw
11 Exhibit 151?

12 A. Early 2008.

13 Q. Okay. Did you review Exhibit 151 prior to
14 March 10th, 2008?

12:13 15 A. Yes.

16 Q. Did you authorize your lawyers to file
17 Exhibit 151 on your behalf?

18 A. Yes.

19 Q. Do you recall earlier today counsel asked
12:14 20 you if it was your decision to file this
21 litigation? Do you recall that question or
22 something like that?

23 A. Yes.

24 Q. And do you recall saying "no"?

12:14 25 A. Yes, I recall.

1 Q. Can you explain what you meant when you
2 answered "no" to that question?

3 A. I thought she was referring to litigation
4 that had been filed prior to this March 2008
12:14 5 complaint.

6 MR. GRALEWSKI: Thank you, sir. I have no
7 other questions.

8 MS. BYRD: I have one or two questions.

9 FURTHER EXAMINATION BY MS. BYRD

12:14 10 Q. I think you just testified, sir, that you
11 believed that I was referring to litigation filed
12 prior to March 10, 2008?

13 A. Yes.

14 Q. To what litigation are you referring?

12:15 15 A. I am not sure.

16 MS. BYRD: Thanks.

17 MR. GRALEWSKI: Counsel on the phone, do
18 you have anything? With that, I think we are done.
19 I have no redirect. We can go off the record.

12:15 20 THE VIDEOGRAPHER: The time is 12:14 p.m.
21 We are going off the record. This concludes the
22 deposition.

23 (Whereupon the proceedings were
24 concluded at 12:14 p.m.)

25 ---o0o---

1 I have read the foregoing deposition
2 transcript and by signing hereafter, approve same.

3

4 Dated_____.

5

6

7

(Signature of Deponent)

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

DEPOSITION OFFICER'S CERTIFICATE

STATE OF CALIFORNIA }
 } ss.
COUNTY OF SAN FRANCISCO}

I, Balinda Dunlap, hereby certify:

I am a duly qualified Certified Shorthand Reporter in the State of California, holder of Certificate Number CSR 10710 issued by the Court Reporters Board of California and which is in full force and effect. (Fed. R. Civ. P. 28(a)).

I am authorized to administer oaths or affirmations pursuant to California Code of Civil Procedure, Section 2093(b) and prior to being examined, the witness was first duly sworn by me. (Fed. R. Civ. P. 28(a), 30(f)(1)).

I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in this action. (Fed. R. Civ. P. 28).

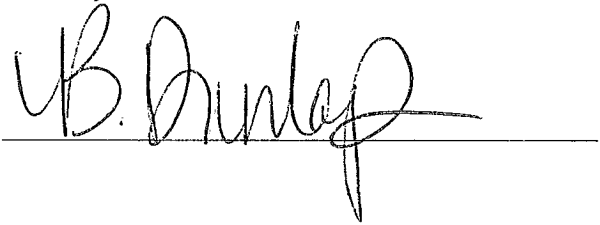
I am the deposition officer that stenographically recorded the testimony in the foregoing deposition and the foregoing transcript is a true record

/ / /

1 of the testimony given by the witness. (Fed. R. Civ. P.
2 30(f)(1)).

3 Before completion of the deposition, review of
4 the transcript [XX] was [] was not requested. If
5 requested, any changes made by the deponent (and
6 provided to the reporter) during the period allowed, are
7 appended hereto. (Fed. R. Civ. P. 30(e)).

8
9 Dated: JUN 18 2012,

10 
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

	30:19	59:13	accessories (2)	15:6
\$	146 (2)		46:8,20	always (1)
	58:17;60:12	3	accountant (1)	13:6
\$10 (2)	147 (3)		18:4	ambiguous (17)
70:2,2	61:9,11;63:5	30 (1)	Accounting (2)	20:1;26:21;30:18;
\$200 (2)	148 (3)	23:5	17:17,22	33:2;35:15;39:6,22;
41:1;60:3	62:9,11;63:5	304 (1)	accurately (2)	40:1;45:6;48:13;52:12;
\$245.18 (1)	149 (1)	10:3	12:7,12	21:65;20:25;67:10;70:7;
60:11	63:13	31 (1)	action (4)	73:9
\$29 (1)	150 (1)	81:22	11:12,21,24;53:14	amended (5)
46:10	64:8	337 (2)	actually (5)	22:1,23;32:2,2;74:6
	151 (6)	7:5,16	31:25;32:1;34:6;	America (2)
0	86:13;87:1,5,11,13,17	36-inch (1)	37:21;51:5	8:1,25
	1875 (1)	33:12	addition (1)	among (4)
07-5344 (1)	7:12	389.99 (5)	74:7	34:4;65:14,16;74:21
7:18	1976 (1)	42:4,5,17;59:10;68:11	address (1)	amount (9)
	17:15		9:8	59:21,24;60:9;68:4;
1	1995 (1)	4	addressed (1)	70:18;71:10,15,20;72:1
	76:21		12:3	analysis (1)
1 (6)	1996 (1)	48 (1)	admitted (1)	70:23
7:1;78:15,16,19,24;	9:20	83:23	69:9	and/or (2)
80:12	1st (3)	49 (3)	ads (1)	78:21;82:2
10 (1)	7:3,15;76:21	77:13,17,24	38:6	Anetakis (1)
88:12			advice (2)	8:4
10:02 (1)	2	6	49:18;76:18	Angeles (1)
7:15			advisee (1)	7:13
10:59 (1)	200 (1)	60 (1)	18:17	answered (11)
58:8	41:8	63:7	advisor (2)	16:13,22;45:19;53:20;
100 (1)	2000s (1)	61 (3)	18:13,15	67:4,18;70:21;71:5;
73:14	56:8	80:17,22,23	afternoon (2)	82:23;85:9;88:2
10th (1)	2004 (4)	62 (1)	86:18,19	antenna (1)
87:14	40:15,17;54:25;59:1	81:8	Again (2)	46:21
11 (1)	2007 (1)		8:18;70:22	Antitrust (2)
73:11	76:21	7	against (5)	7:18;78:4
11:16 (1)	2008 (14)		11:11,12;15:5;33:21;	apologize (1)
58:11	50:11,12,14,16,19;	77 (1)	82:13	23:24
11:54 (1)	51:5,15;75:6,10;87:9,12,	85:17	ago (8)	appearance (1)
86:10	14:88;4,12		8:19;9:21;12:2;14:11;	51:23
113 (1)	2012 (3)	9	23:3,5;24:25;62:2	appeared (1)
9:18	7:1,4,15		agreed (1)	7:9
12 (2)	20-some (1)	9 (1)	74:22	appears (2)
60:19;80:16	42:12	77:12	ahead (4)	58:25;59:8
12:12 (1)	214 (2)	90 (1)	9:4;54:11;77:1;83:8	appreciated (1)
86:15	83:24;84:3	21:2	Alioto (1)	13:3
12:14 (2)	22nd (1)	90067 (1)	27:3	appropriate (8)
88:20,24	59:1	7:14	allegation (1)	16:4,11,18;17:3;43:1;
1300 (1)	24 (2)	92 (1)	84:2	82:12,19;83:1
7:13	31:21;32:6	85:5	allegations (11)	Approximately (4)
134 (1)	24th (2)	96 (1)	14:1,5,15;74:19;75:2;	9:14,20;10:6;22:14
81:22	40:17;59:5	9:20	78:24;80:12;81:24;	around (3)
14 (1)	25.20 (1)		85:13,23;86:3	37:25;67:15;68:8
9:9	60:1	A	allege (2)	artificially (1)
140 (1)	25th (1)		82:13,19	83:13
19:2	76:21	Aaron (3)	alleged (5)	ascertain (1)
141 (1)	267 (3)	8:9;25:20,21	14:13;69:6,25;70:19;	71:24
27:14	85:19,24;86:3	able (3)	78:5	aside (2)
142 (1)	27 (1)	47:19;52:25;53:3	allegedly (1)	32:17;61:8
28:8	32:11	absolutely (1)	75:8	associated (1)
143 (1)	284 (2)	16:15	alleging (3)	7:11
29:1	85:6,14	absorbed (1)	80:20,23;81:13	assume (2)
144 (2)	285 (2)	70:2	along (2)	33:19;46:3
30:4,8	85:7,14	accept (1)	47:4;72:18	attend (2)
145 (1)	29.99 (1)	76:17	although (1)	17:9,11

attention (1) 31:21	54:6;55:9,17;72:23	47:21	Cathode (23) 7:17;13:15,18,23; 14:2,14;34:5,8;35:7; 42:19;49:6,9;50:20; 51:7,12,14;53:17;64:3; 74:21,23;75:17;80:21,24	78:3
attorney (9) 8:21;20:22,22;22:11, 11;23:15;25:18,20,21	begins (1) 25:13	Byrd (85) 7:23,23;8:17,20; 15:14,25;16:10,17,25; 17:8;19:4;20:5;21:8,18; 25:17;26:25;27:16; 28:11;29:3;30:7;31:3; 32:5;33:3;34:7;35:17; 39:9,23;40:2,7,10,12; 43:3;45:7,20;48:18; 49:17;50:1,8;51:22; 52:7,16,24;53:22;54:12; 58:13,19;61:8,11;62:2, 11;63:4,8,15;64:10; 65:22;66:1,13,20;67:1,6, 14,20;69:25;70:15;71:1, 8;73:13;76:9,19;77:7; 79:17,23;80:6,81;7,12, 21;82:12,18,25;83:15; 85:12;86:7;88:8,9,16	caution (3) 33:24;76:1;83:7	Colantonio (1) 8:4
attorney-client (1) 21:7	behalf (8) 7:20,24;8:3,6,8,10; 24:8;87:17		Century (1) 7:13	college (3) 17:9,11,12
attorneys (6) 15:15;19:20;20:6; 22:3;77:9;83:16	belief (1) 65:3		certain (4) 28:17;29:16;30:11; 56:13	color (1) 59:9
authorize (1) 87:16	below (3) 38:22;66:22;85:3		charge (1) 84:7	combination (1) 82:1
Avenue (1) 9:9	beneath (1) 81:8		Charles (2) 8:7;9:9	commencing (1) 7:4
aware (17) 14:18,21,23;15:1; 25:24;34:7,24;43:18,19; 44:18;53:16;54:4;65:15; 81:2;83:15,20,21	best (8) 12:17,24;24:4,7;38:1; 40:4;56:21;61:4		choose (1) 76:22	communicated (3) 24:11,15;26:14
B	better (2) 47:20;67:21	C	certainly (1) 31:22	communications (14) 15:21;25:5,14;33:25; 34:2;49:14;51:18;61:25; 76:2,4;77:1,3,8;83:9
Bachelor (2) 17:25;18:1	big (1) 26:8	cables (1) 46:21	Certified (2) 7:6;18:4	Companies (3) 66:17;79:1;83:12
back (13) 45:13;49:7,20;58:12, 14;61:17;62:3,5;63:19; 64:14;78:15;85:17; 86:16	blurriness (1) 62:18	California (2) 7:8,14	chance (1) 77:14	company (3) 16:4;69:8;82:19
Baker (1) 8:7	blurry (1) 62:16	called (2) 8:12;59:12	charge (1) 84:7	competes (2) 65:4,11
balance (4) 41:2,10;60:5,10	Bob (1) 8:5	Calls (23) 16:7,14,23;20:3; 30:18;33:23;42:23; 65:19,25;66:15,24; 67:10,11;69:22,22;70:7, 7;76:14;81:9;82:10,16, 22;85:10	chosen (1) 77:10	competitive (2) 45:2;68:13
Balinda (3) 7:6;12:18;13:4	both (4) 20:17,18;23:6;63:5	can (53) 12:10;13:4;15:10,19; 16:25;18:11;21:11; 26:22;31:22;32:4,17; 33:25;34:2,20,22;35:3; 37:16;39:7,9,13;40:2,12; 44:11,14,17;45:7,20; 48:14;49:23;50:4,22; 51:17;61:5,8,23;63:2; 64:6;66:1,2,5,6,7,13; 70:10,12;76:3,5,25; 80:16;83:4;87:1;88:1,19	Circuit (1) 39:23	complaint (20) 21:25;22:1,22,23; 50:13;72:25;74:16,20; 75:2,21,25;76:11,19; 78:5,25;80:13,18;87:8,8; 88:5
Balinda's (1) 12:23	bottom (1) 77:13	card (5) 41:1,10,12;60:7,10	circumstances (1) 23:4	complaints (3) 48:7,20,23
bank (2) 11:12;23:14	Botts (1) 8:7	careful (1) 15:20	City (1) 39:23	completed (1) 13:2
Barkley (1) 7:12	bought (10) 38:12,18;46:10;56:9, 12,14;59:4,6;64:25; 68:15	carefully (1) 26:12	claiming (3) 33:5,8;56:1	completely (3) 12:6,12;70:2
base (1) 15:11	Boulevard (1) 10:3	Case (19) 7:18;8:10,22;10:23; 13:14,22;14:1,5,13;26:3, 15,18;27:6,11;46:11; 56:2;71:11;75:9;77:6	claims (1) 13:22	complex (1) 70:13
based (8) 13:14;51:20,22;69:7, 14;83:2,5,10	box (3) 37:19,21;41:24	cash (4) 37:14;41:1,8;60:3	clarification (1) 79:15	component (3) 53:1,4;64:4
basing (1) 15:23	brand (2) 34:21;56:22		clarify (2) 12:17;79:20	Compound (5) 15:9,18;35:15;66:24; 70:6
basis (7) 10:11;21:7;76:15; 80:11,14;84:1,7	brands (4) 34:25;35:3;36:21,25		class (13) 8:6;11:21,23;26:14, 18,23;54:2,7;55:9,17; 71:14;72:1;76:20	comprise (1) 12:20
Bates (5) 59:16;61:12;62:12; 63:9,11	break (1) 58:14		classes (1) 84:6	computer (2) 14:7;74:24
bearing (2) 61:12;62:12	briefly (1) 31:20		clean (1) 12:22	concept (2) 65:23;66:14
became (2) 72:24;73:1	bring (6) 15:5;26:2;33:20; 72:14,16;73:3		client (5) 14:19;80:20;81:2,13, 17	conclude (1) 75:7
become (4) 25:7;26:7;50:9;66:19	brought (1) 75:21		clients (10) 15:5;18:17;75:13; 79:7,24;80:2,7;81:25; 82:13;83:17	concluded (1) 88:24
began (1) 25:23	bulk (2) 47:17,21		close (4) 36:11;39:2,24;65:8	concludes (1) 88:21
beginning (4)	business (1) 83:14		Club (1) 40:10	conclusion (14) 16:7,14,24;20:4; 30:18;33:23;42:24; 65:25;69:23;70:9;81:10; 82:11,16,23
	businesses (3) 13:16;26:5;71:16		Co (2) 7:25;8:23	conduct (2) 70:19;75:12
	Buy (6) 40:4;46:8,8;56:7,9,21		co-conspirators (1)	
	buying (1) 35:21			
	buys (1)			

conducted (1) 75:20	cost (8) 38:23;42:19;43:9; 66:22;69:3;70:19;83:13; 85:3	65:17;66:18,19	direct (3) 31:5,20;73:16	47:7
confirm (8) 44:22;45:1;50:20; 51:25;52:8,18;53:3;58:5	Costco (1) 40:7	D	directly (3) 80:25;81:15;83:19	E
confirmed (3) 84:9,11,12	costs (2) 43:8,8	dad (1) 56:25	disclosing (1) 25:4	earlier (10) 25:1;32:18;57:11; 59:3;64:24;72:19;77:22; 81:1,16;87:19
confirms (1) 60:18	counsel (21) 12:3;19:17;20:11; 21:19;25:6,6;26:15,18, 24:30;24:31;22:33;25; 34:2;49:18;51:19;52:3; 63:10;80:5;86:20;87:19; 88:17	damages (4) 33:5,8;56:1;72:8	discontinued (1) 46:5	early (3) 51:15;56:8;87:12
confuse (1) 79:21	counsels (1) 7:21	date (3) 7:15;40:16;56:11	discount (1) 66:18	easier (1) 30:23
connection (1) 20:9	Counsel's (2) 50:3;66:3	dated (1) 58:25	discounted (1) 43:13	East (1) 7:13
consider (4) 35:12,21;36:2;68:3	County (1) 7:7	day (2) 7:4;47:10	discovered (1) 83:11	easy (1) 12:23
consideration (2) 35:8,11	couple (1) 86:22	days (1) 63:7	discuss (1) 12:21	economic (1) 24:12
conspiracy (4) 34:4;69:9;74:21;82:1	course (1) 79:16	deal (4) 37:7,11;67:15,21	discussed (1) 47:5	economically (1) 71:18
conspired (4) 78:20;79:7;80:9;83:12	CRT (31) 14:6,16;25:25;29:20; 32:19,25;33:4;35:10; 43:7,8;51:3;52:1,8;53:1, 4,6,10,12,22;54:3,8,17; 57:7;70:1;71:17;72:20; 78:1,8,9,12;82:3	debit (5) 41:1,10,12;60:7,10	discussing (4) 59:19;62:6,21;78:9	economists (2) 70:12;71:22
consumer (1) 18:21	CRT000171 (1) 59:16	decide (2) 36:13;75:4	Discussion (2) 58:7;86:9	education (1) 18:3
consumers (1) 83:14	CRT000172 (1) 61:13	decided (2) 37:19;75:11	display (3) 37:17,18;43:12	effect (2) 69:11;82:1
contact (3) 25:6;48:19,22	CRT000173 (1) 62:12	deciding (1) 35:8	displayed (2) 45:23;46:1	eight (1) 10:6
contacted (1) 25:8	CRTs (11) 14:7,8,19,21,24;15:1, 2,16;57:17;78:22;79:8	decision (9) 26:7,8;35:12;72:13, 16;73:2,5;75:24;87:20	document (36) 19:8,23;27:20;28:7, 12,19,24;29:4,14;30:24; 31:4,9,15,23;32:1,3; 58:20,22;59:17;61:4,12, 14;62:12,13,15;63:16, 18;64:11,13;73:14,19, 21;74:4,8,10;86:24	either (4) 46:19;80:25;81:15; 85:14
contained (21) 32:15;35:7,10;41:21; 49:6;51:3,7,12;53:4,7; 56:4;57:25;63:6;74:19; 75:2;78:24;80:12;84:2; 85:14,23;86:3	current (2) 9:7;18:9	defendant (7) 7:20;10:25;11:5,17; 33:13;53:13,24	documents (21) 21:3,9,14,20,23;22:16, 20;23:20;24:1;26:17; 27:1,8;28:3,16;29:19,25; 30:23;31:25;41:18;63:9, 12	elected (2) 15:5;33:20
containing (4) 13:23;14:7,7;37:3	currently (2) 18:5,7	defendants (17) 7:24;8:8,10,22;24:3,4; 34:9;53:18;75:5,8,12,13, 20,25;76:10;78:2,20	down (9) 12:20;13:4,5;44:23; 54:9;55:8,14,16,21	Electronics (5) 7:25,25;8:23,25;18:21
content (2) 25:5;77:8	Curtis (34) 33:12,13,21;34:11,17, 23;35:6,20;36:6;37:9; 38:22;44:15;46:25;47:2; 48:22;50:21;51:2,13; 54:23;56:10;57:14; 59:18;62:5,20;63:19; 64:14,25;66:21;67:7,22; 68:3,12;70:3;78:9	defendants' (1) 70:19	dollars (1) 42:12	elevated (1) 70:1
continue (5) 25:15;39:22;50:4; 77:4;80:3	customer (2) 11:13;46:24	Defense (1) 8:12	done (12) 23:12;50:19;51:25; 52:8,17;54:16,20;55:13, 20;79:21;84:7;88:18	else (1) 29:23
continues (1) 77:24	customers (3)	definitively (1) 28:2	drafting (1) 74:16	emails (1) 69:10
continuing (2) 54:7;55:18		degree (3) 17:20,22,24	drew (1) 34:16	employed (2) 18:5,7
continuous (1) 10:11		delivered (1) 47:12	Drive (1) 9:18	employer (3) 10:24,25;11:11
continuously (1) 77:21		deposed (2) 10:20;11:7	due (1) 26:6	employment (1) 18:9
contract (1) 81:25		deposition (12) 7:16,19;12:2;19:24; 20:10;21:21;22:17; 23:22;24:19;79:16;87:1; 88:22	Dunlap (1) 7:6	end (2) 43:9;59:7
convenient (1) 57:13		describes (1) 76:20	during (7) 21:3,13,18;22:15; 55:23;77:25;79:15	engaged (1) 81:25
conversation (4) 24:23;25:11,19,23		detail (2) 18:11;60:17	DVD (1)	enough (1) 17:5
conversations (8) 69:7,14;76:7;83:10; 84:16;85:15,25;86:5		determine (2) 43:1;72:3		entailed (2) 60:14,17
cooperating (1) 69:9		different (2) 21:12;31:25		entire (4) 10:9,11;77:21;84:4
correctly (1) 78:6		difficulties (1) 48:19		entirety (1) 85:18

estate (1) 18:19 evaluate (1) 70:13 Even (2) 82:5,14 evening (1) 19:14 everybody (2) 23:7,7 Everyday (1) 47:25 evidence (2) 61:4;83:11 exact (2) 40:16;56:11 exactly (1) 29:12 EXAMINATION (3) 8:17;86:17;88:9 examined (1) 8:14 example (2) 27:1;84:11 excluding (1) 47:4 Exhibit (25) 19:2;27:14;28:8;29:1; 30:4,8,19;31:21;32:7,12; 58:17;60:12;61:9,11; 62:9,11;63:13;64:8; 73:11;86:13,25;87:5,11, 13,17 exhibits (4) 32:1,1;63:5,6 existed (1) 84:24 existence (1) 25:24 expect (1) 71:11 experience (3) 12:2;69:17;79:3 expert (5) 66:16;67:10;70:8,8; 72:3 experts (4) 24:12,16;68:22;72:7 explain (3) 37:16;66:13;88:1 extended (1) 46:15 extent (5) 31:5,6;73:15;76:3; 84:24	15:15;35:6,10;83:17 fair (1) 13:21 false (1) 79:20 familiar (4) 35:17,25;43:24;65:22 features (2) 34:16;35:1 feel (3) 48:11,15;85:18 few (2) 8:19;9:20 file (2) 87:16,20 filed (7) 27:6,11;50:14;73:1; 87:9;88:4,11 fill (1) 44:12 financial (2) 18:13,15 find (1) 42:21 finding (1) 43:4 finish (1) 12:25 finished (1) 87:2 firm (1) 23:12 firmly (1) 83:12 first (8) 8:19;20:13;22:24; 32:3;59:9;75:4,7;87:10 fix (6) 74:22;78:20;79:8; 80:9;82:2;83:13 fixed (1) 82:19 fixing (2) 16:4,19 flip (1) 85:17 floor (4) 45:16,23,25;46:2 follows (1) 8:15 follow-up (1) 13:17 foreclosure (1) 11:12 form (37) 15:8,17;16:6,12,21; 19:25;21:5;33:1,22; 35:14;39:5,25;42:23; 45:5,18;48:12;52:4,11, 20;53:19;61:4;65:18,24; 66:15,23;67:9,17;69:21; 70:5,20;71:4;73:9;81:4, 18;82:7,15,21	found (1) 37:13 foundation (18) 15:9,18;16:7,13,22; 52:4,12,21;65:19;66:24; 67:11;69:22;81:5,19; 82:8,16,22;85:10 four (1) 28:17 Francisco (1) 7:8 Frankovitch (4) 8:3;25:20,21,24 free (1) 85:18 Friday (1) 7:3 front (3) 33:18;62:16;86:24 full (1) 15:12 FURTHER (1) 88:9 future (1) 63:12	H half (2) 9:14;22:14 hand (1) 17:6 handful (2) 74:6,14 happened (2) 36:15;46:11 harmed (3) 71:18;72:2,5 heads (1) 13:5 held (1) 18:23 hesitate (1) 12:16 higher (2) 44:7;54:24 Hold (1) 79:13 home (8) 9:7,15;36:11;47:9; 48:3,5;57:4;65:9 hook (1) 46:21 hour (1) 7:4 hours (1) 22:14 hypothetical (3) 16:23;70:6;82:22	indicated (1) 86:21 indirect (1) 84:6 indirectly (5) 13:16;71:17;78:1; 80:25;81:15 individuals (3) 13:16;26:4;71:16 induce (1) 66:18 inducements (1) 65:16 industry (3) 18:21;24:16;75:15 information (10) 15:23;17:6;21:10; 32:14;42:22;43:4;71:2, 24;80:14;83:5 initial (3) 21:25;22:22;73:2 initially (1) 73:5 injured (3) 69:20;70:4;78:3 input (1) 76:10 inside (13) 41:21;49:21;50:21; 51:7,12;52:1,9,14;53:4, 7,10,23;64:4 insofar (1) 32:14 instruct (8) 21:6;25:15;49:15; 50:6;66:3,8;76:12,15 instruction (1) 76:24 interactions (1) 79:3 Internet (2) 38:4;45:11 interrogatories (5) 21:25;22:23;30:14; 32:9,13 into (10) 15:15;16:1;25:13; 58:4;60:16;65:17;67:25; 76:10;77:7;83:16 investigation (3) 15:15;16:1;83:16 involved (4) 30:13;32:8,12;74:15 issue (3) 84:4,10,14 item (1) 59:12 items (1) 59:9
F face (6) 20:19,19,21,21;22:6,7 face-to-face (1) 20:15 fact (4)				

12:23 John (4) 7:19;8:3,11;9:6 J-o-h-n (1) 9:6 judgment (1) 16:9 jump (1) 12:25 JUNE (9) 7:1,4,15;40:15,17,17; 59:1,4,7	82:7,15,22 Larch (64) 7:20;8:3,11,18;9:6,7; 10:19;12:15;13:11; 14:18;17:8;19:7,22; 24:12,21;26:2;27:19; 28:11;29:3,19;30:7,12; 31:8;32:12;33:13;38:12; 40:20;43:7,19;44:18; 47:15,23;49:5;50:9; 54:1,22;55:7;57:11; 58:13,19;60:3,12;61:14; 62:13;63:16;64:11,24; 67:14;68:11;69:5;71:10; 72:13;73:13,18;74:15; 18;75:19;77:25;80:13; 81:24;84:1;85:12,22; 86:18 L-a-r-c-h (1) 9:6 Last (9) 19:14,20;20:6,14; 21:1,18;23:1;63:7,10 late (1) 40:17 Lauren (1) 27:1 lawsuit (4) 72:14,17,23;73:3 lawsuits (2) 11:15,18 lawyer (10) 19:16;24:5,23;25:12; 71:21;74:11;76:8,14,18; 77:5 lawyers (34) 15:13,22,24;16:9; 17:7;20:19;27:8;28:22; 29:12,14;31:16;42:25; 49:7,11,15;54:18;68:23; 69:8,15;70:25;71:7; 76:3,5;77:3,5;80:15; 83:11;84:8,9,17;85:16, 25;86:5;87:16 LCD (6) 35:17,21;55:8,12; 56:6;57:25 leader (3) 65:23;66:14;67:8 learned (1) 72:20 learning (1) 48:9 least (1) 69:8 led (1) 51:6 legal (17) 16:7,14,23;20:3; 30:18;33:23;42:24; 65:25;66:16;67:10; 69:23;70:8,9;81:9; 82:10,16,23	Liberty (3) 17:12,14;18:2 life (3) 10:9,11;77:21 limit (1) 74:23 line (1) 39:21 litigate (1) 80:3 Litigation (23) 7:18;23:23;24:3;25:7, 25;26:8;33:6,9,14;34:9; 50:10;53:18,24;61:22; 63:1,24;64:21;72:20; 76:23;87:21;88:3,11,14 little (1) 18:11 live (5) 9:17,19;10:2,5;23:6 lived (4) 9:13;10:7,10;77:20 LLP (2) 7:24;8:8 located (2) 7:12;36:9 logo (1) 53:12 long (13) 9:13,19;10:5,7;18:14; 20:25;22:12;31:3;50:5; 66:3,4,19;73:13 look (5) 32:6,11;67:25;81:7; 87:2 looking (1) 87:3 looks (1) 28:3 Los (1) 7:13 loss (3) 65:23;66:14;67:8 low (1) 42:14 lower (3) 44:5;45:24;55:3 Ltd (2) 7:25;8:23	manner (2) 72:3,6 manual (1) 41:22 manufactured (13) 14:19,24;15:6,16; 16:20;53:23;80:21,24; 81:2,13,17;82:6;83:17 manufacturer (4) 33:17;53:6,10;70:3 manufacturers (4) 34:5,8;53:17;74:22 manufacturer's (5) 43:23;46:17;60:22,24; 61:7 many (7) 12:2;20:9;28:3,16; 32:22;74:3,12 March (8) 50:14,16,19;51:5; 76:20;87:14;88:4,12 Mario (1) 27:3 mark (1) 86:25 marked (13) 19:2;27:14;28:8;29:1; 30:4,19;58:17;61:9; 62:9;63:13;64:8;73:11; 86:13 match (1) 42:14 Mathes (34) 33:12,13,21;34:11,17, 24;35:6,21;36:7;37:9; 38:22;44:15;46:25;47:3; 48:23;50:21;51:2,13; 54:23;56:10;57:14; 59:18;62:5,20;63:20; 64:15,25;66:21;67:7,22; 68:3,12;70:3;78:9 matter (6) 11:1;16:1;24:13,16, 22;80:3 matters (4) 18:18;23:16,18;25:2 May (6) 26:23;28:20;30:21,23; 59:3;66:2 McAllister (2) 8:9,9 McInerney (1) 8:6 mean (2) 43:8;84:12 meaning (4) 14:6,16;69:16;79:2 means (2) 12:24;45:21 meant (1) 88:1 meet (1) 20:10	meeting (11) 20:15,16,25;21:4,18; 22:3,6,10,12,15;23:5 members (3) 71:13;72:1;84:5 mentioned (2) 20:5;65:7 met (4) 8:18;20:6;22:2,24 mid-'80s (1) 11:6 Mike (1) 8:2 minute (4) 24:25;27:16;32:6; 80:17 minutes (2) 8:19;21:2 Misstates (5) 52:5,12,21;81:5,19 model (5) 37:17,18;45:16,25; 46:4 mom (2) 56:25;57:8 moment (4) 14:11;78:16;85:6;87:1 money (1) 68:5 monitor (1) 54:16 monitors (3) 14:7,16;74:25 months (2) 60:19,19 more (7) 14:9;18:11;30:22; 68:21;70:2,2;78:2 morning (29) 7:10;8:18;10:20;11:8; 12:4,12,16,21;13:13; 19:13;22:18;24:19; 27:23;28:1,15;29:7; 31:12;32:18;50:7,8; 51:6,10;52:19,25;59:19; 62:6,21;73:22;78:10 motions (1) 27:6 MSRP (5) 43:20,21;44:2,5,7 much (13) 9:3;31:4;38:15;42:2, 11,18;43:7,8;68:18,21, 24;73:14;84:20 Myers (1) 7:24 myself (1) 8:20
K				
keep (1) 12:22 Kevin (2) 8:2;20:22 kind (10) 18:17,18,23;23:18; 41:5,12;42:14;43:15; 44:12;46:24 kindly (1) 14:9 kinds (1) 29:19 Kirby (1) 8:5 K-Mart (32) 36:8,9,14,17,21;37:2, 7;38:12,15,18;41:6; 42:14;43:15;44:9,12; 45:13;46:25;47:15,19; 48:19;58:23;61:1;65:1, 3,11,16;66:21;67:6,23; 84:20,23;85:2 K-Mart's (2) 38:22;66:22 knew (4) 23:8;52:14,17;59:7 knowledge (19) 15:12;24:4,7;38:24; 69:12,14,16;74:19;75:1; 78:23;79:2,6,9;80:7; 84:13,18;85:13,23;86:2 known (2) 24:25;51:14 knows (1) 23:7				
L				
labeled (1) 59:16 labor (1) 60:20 lacking (1) 85:10 Lacks (17) 15:9,18;16:6,13,22; 52:4,11,21;65:18;66:23; 67:11;69:21;81:4,18;				
		M		N
		ma'am (1) 58:16 maintain (4) 29:20;41:18;78:21; 82:2 maintained (3) 30:1;40:22;41:14 making (1) 84:2 MALAISE (2) 8:7,7		name (4) 7:10;8:20;9:5;33:18

named (8) 11:3;24:22;26:7;34:9; 53:18;75:21;25;76:10	objections (5) 17:4;40:11;66:9;67:3; 83:3	out (7) 31:1;42:22;43:5; 44:12;57:8;64:6;79:14	passed (6) 69:6,13,20;84:5,14,23	41:6;46:11;59:13,18; 60:6,13,17
nature (4) 10:22;11:10;22:1;27:7	objection's (1) 32:4	over (10) 12:23;24:3;26:17,25; 28:16;54:2,13,17;73:14; 74:5	past (2) 28:16;74:5	planning (2) 18:19,19
nearby (1) 39:14	obligation (1) 12:6	overcharge (6) 69:6,13,19;84:4,14,24	pay (8) 10:13,17;40:25;41:4; 42:2,8;54:24;55:2	plans (1) 63:11
necessarily (1) 34:5	occasion (2) 48:18,22	overcharged (4) 26:4,6;68:16;75:8	payment (2) 41:3,5	plasma (4) 35:25;36:2;55:16;58:2
need (4) 12:23;31:6;73:15;76:6	occasions (1) 74:8	overcharging (2) 13:15;48:10	Pearl (3) 8:2;20:22;22:11	players (1) 47:7
needed (1) 79:14	occurred (1) 34:4	overpaid (2) 48:15,16	Penco (2) 7:5,16	pleading (1) 79:1
negotiate (2) 37:22;47:20	off (7) 37:13;58:7,9;86:9,11; 88:19,21	own (7) 9:15,25;10:15;13:19; 49:3;78:13;85:3	perhaps (2) 40:18;79:22	please (13) 7:21;9:5;12:16;13:6; 14:10;16:16;51:9;78:15; 81:8,21;83:23;85:5,18
neither (4) 15:16;79:24;80:2;82:5	offer (3) 42:14;44:9;66:17	Owned (1) 10:1	period (12) 54:2,7,14,17;55:9,17, 24;76:20,22,22;77:10,25	pled (2) 79:10;80:2
New (3) 10:3;48:25;49:2	offered (8) 34:25;36:21,24;37:3; 44:15;57:17,20,24	owners (1) 83:14	person (1) 78:18	pm (3) 86:15;88:20,24
newspaper (1) 38:6	offering (1) 65:16	P	Personal (21) 48:1,2;54:20;56:24; 69:12,16,17;75:1;78:23; 79:2,2,3,3,6,9;80:6; 84:13,18;85:13,22;86:2	point (1) 64:6
next (2) 12:18;13:1	offerings (2) 38:10;58:5		personally (12) 7:8;11:3;16:10,17; 43:4;49:20;57:9;68:24; 71:3;72:11;76:9;77:9	portion (1) 73:16
night (3) 19:21;20:6;63:10	offhand (2) 41:13;56:17	package (1) 46:10	Philips (2) 8:8;86:20	position (2) 18:24;72:8
nods (1) 13:5	official (1) 12:20	packaging (1) 41:21	phone (3) 20:20,23;88:17	possible (10) 29:15;30:9,10;36:24; 37:1,5;53:22;66:20; 67:2,6
non- (1) 55:22	O'Melveny (1) 7:23	Page (11) 31:21;32:6,11;77:12, 12;78:15;80:16;81:22; 83:23;85:5,17	photo (1) 64:16	postgraduate (1) 18:3
non-CRT (1) 55:23	Once (5) 10:21,22;11:7;41:4,7	pages (1) 73:14	photograph (13) 49:8;61:19,21;62:3, 19,20,23,25;63:19,21; 64:1,3,14	practice (1) 68:7
nor (2) 15:16;82:5	one (23) 8:22;12:24;14:9;17:2; 19:21;20:20;22:14;25:6; 28:22;29:13;32:24,25; 52:14,17,18;57:17,21; 69:8;72:15;74:6;78:2; 84:24;88:8	paid (17) 38:15;40:23;41:1; 42:17;44:5;45:2;54:25; 56:16;59:22,25;60:7,10; 68:11,18,21,25;84:21	photographed (1) 49:21	preparation (3) 20:10;21:9,13
noted (1) 32:4	one-page (3) 59:16;61:12;62:11	papers (2) 27:5,10	photographs (1) 63:6	prepare (3) 21:21;22:17;24:19
November (1) 76:21	one-year (1) 60:19	Paragraph (19) 77:13,17,24;78:16,19, 24;80:12,17,22,23;81:8, 22;83:24;84:3;85:14,14, 19,23;86:3	phrase (1) 73:7	prepared (1) 21:13
number (5) 23:12,13;24:25;30:25; 74:5	ongoing (1) 72:21	Paragraphs (1) 85:6	phrased (2) 73:8;79:20	preparing (3) 30:13;32:8,13
numbered (1) 63:11	only (3) 11:7;13:4;29:11	parents (1) 57:2	picked (1) 57:8	present (5) 22:9;54:2,8;55:10,18
numbers (2) 63:10;77:13	opened (3) 51:11;52:9,24	Park (1) 7:13	picture (3) 61:17;62:16,20	pretty (1) 50:13
O	opposed (1) 57:7	part (1) 32:3	place (4) 7:16;22:4;31:6;74:22	prevail (2) 71:11,15
	order (7) 12:22;21:20;22:17; 23:21;24:2,18;25:7	participated (2) 11:20,23	Placed (1) 86:24	previous (4) 12:1;26:20;61:3;85:9
o0o- (3) 7:2;8:16;88:25	orders (1) 27:6	participation (1) 15:11	plaintiff (8) 8:3;11:14;24:22;25:7; 26:8;50:9;72:24;73:1	Previously (1) 73:11
oath (2) 12:5;58:15	original (2) 72:25;87:8	parties (1) 7:21	plaintiffs (4) 72:15,18;84:5,15	price (29) 14:16;16:4,19;37:22; 38:1,21;42:5,14,19; 43:24;44:4,19,23;45:2, 24;47:20;54:3,8,24;55:2, 8,15;60:6;66:22;68:13; 70:1;79:8;80:9;82:20
Object (43) 15:8,17;16:6,12,21; 19:25;21:5;26:19;30:17; 33:1,22;35:14;39:5,21, 25;42:23;45:5,18;48:12; 50:5;52:3,11,20;53:19; 61:2;65:18,24;66:15,23; 67:9,17;69:21;70:5,20; 71:4;73:7,9;81:4,18; 82:7,15,21;85:8	others (2) 39:12;48:16	parts (1) 60:19	plaintiffs' (2) 24:12,16	price-fixing (10) 13:15;14:1,6,12,13,15; 26:6;34:4;69:10,25
objection (4) 21:12;31:24;40:6,8	otherwise (4) 30:25;39:3;66:7;68:15		plan (7)	prices (11)

38:4,10;54:13,17; 55:12,20;66:18;74:23; 78:21;82:3;83:13	18:44;20,24;45:3;46:20; 24:47:3;54:22;55:23; 56:20,24;57:1;58:23; 59:9,17;60:6;65:17;68:4	rebate (3) 44:9,13,16	relate (2) 14:1,5	respond (1) 13:6
primary (2) 9:11,22	purchased (42) 13:16,18;32:19;34:23; 35:1,20,24;38:13,16,19; 39:3;41:25;43:11,17,20; 44:2,10,16,19;45:15; 46:5,7,13;47:2;49:1; 55:22;56:18,25;57:2,13; 18,22;60:14;67:8,16,22; 68:2;71:17;78:1,8,12; 82:14	recall (23) 27:22,24,25;28:25; 29:11;34:20,22;36:20; 23;37:2;39:13;40:23; 43:14;44:11,14,17; 46:16;56:11,23;87:19; 21,24,25	related (1) 31:23	response (2) 12:25;13:3
Principally (1) 23:19		relates (1) 14:13	relation (1) 30:1	responses (3) 13:4;32:2,2
prior (4) 73:22;87:13;88:4,12		receipt (12) 29:22;40:19,22;41:15; 58:23,25;59:8,15,17; 60:2,18,21	relationship (1) 23:11	restate (2) 16:15;51:9
privilege (1) 21:7		receive (6) 17:20;45:24;71:11,14, 19;72:1	relative (1) 43:8	result (1) 12:5
privileged (1) 21:9	purchaser (1) 84:6	received (2) 15:13,24	relevant (3) 55:24;76:22;77:25	resulted (1) 70:1
proceed (1) 32:4	purchases (3) 47:16,16;68:8	recess (2) 58:10;86:12	relied (1) 77:4	retail (2) 18:23;43:24
proceedings (1) 88:23	purchasing (1) 36:2	recognize (13) 19:7,23;27:19;28:12; 29:3;30:8;31:8;58:19; 61:14;62:13;63:15; 64:10;73:18	rely (11) 24:5;68:22;70:11,22, 24;71:2,6,21,24;72:7; 77:5	retailer (1) 67:23
produce (1) 63:11	purposes (4) 61:22;63:1,23;64:20	recollection (9) 21:15,20;22:16;23:21; 24:2;32:7;59:5;60:13,21	relying (4) 16:8;17:7;42:25;54:18	retailers (5) 39:2,10;65:4,12,15
produced (4) 23:22;24:2;30:2;63:10	put (2) 31:24;37:21	record (15) 9:4;12:20,22;31:24; 32:4;58:7,9,12;63:8; 66:9;86:9,11,16;88:19, 21	remember (1) 19:19	Retirement (1) 18:19
product (27) 13:23;16:5,19;33:5; 39:4;40:23,25;41:22; 43:11;44:10,13,16;47:9, 23;48:3,5,8,11,25;49:3, 5;50:24;52:25;56:2,7; 69:2;78:8	Q	redirect (1) 88:19	REMEMBERED (1) 7:3	reveal (8) 15:20;33:25;49:14; 51:18;61:24;76:2;77:2; 83:9
production (1) 74:23	qualified (2) 70:14,24	refer (4) 8:24;9:1;30:24,25	remind (3) 12:4;49:12;58:15	revealing (3) 34:1;76:4,25
products (11) 14:6,16;29:21;33:9; 34:25;36:18;47:4;65:14, 17;66:18;78:1	quantities (2) 47:17,21	referencing (2) 25:19;33:4	remove (1) 49:7	review (22) 19:4;21:3,19,24; 22:16,21;27:10,16;31:6; 35:22;38:3,6;73:16; 74:1,3;77:13;80:17; 81:22;83:24;85:6,18; 87:13
professional (1) 23:10	R	referring (3) 88:3,11,14	removed (1) 49:20	reviewed (17) 19:10,12;21:8,14; 23:21;24:1;27:8,25; 28:14,19;29:6,10;50:24; 73:21,24;74:8,12
professionally (1) 23:9	RadioShack (5) 39:18;57:12,16;65:8, 12	reflect (8) 42:5;59:8,17,21;60:2, 5;63:9;64:3	rent (3) 9:15,16,25	reviewing (1) 29:11
professionals (2) 43:1;70:12	raise (2) 78:20;82:2	reflected (1) 41:19	repeat (1) 14:9	right (2) 79:25;81:8
promotion (1) 43:16	Ray (23) 7:17;13:15,18,23; 14:2,14;34:5,8;35:7; 42:19;49:6,9;50:20; 51:7,12,14;53:17;64:4; 74:21,23;75:17;80:21,24	reflecting (1) 41:15	rephrase (1) 66:6	Road (2) 7:5,17
proper (1) 21:15	Re (1) 7:17	reflected (1) 41:19	Reporter (15) 7:7;12:19;19:2;27:14; 28:8;29:1;30:4,19; 58:17;61:9;62:9;63:13; 64:8;86:13,25	routing (1) 27:10
property (1) 10:15	read (4) 27:5;77:15;78:6,16	reflects (1) 42:19	Reporters (1) 7:12	run (1) 31:1
protected (1) 25:14	reads (2) 77:17;84:3	refresh (8) 21:20;22:16;23:21; 24:2;32:7;59:5;60:12,21	represented (1) 25:1	running (1) 43:15
protection (1) 46:10	ready (5) 19:5,6;27:17,18;73:18	refreshed (1) 21:14	representing (2) 8:21;10:24	Russell (1) 27:1
provide (1) 49:8	realize (1) 31:3	regarding (1) 29:20	request (1) 49:10	S
provided (5) 23:12;32:14;69:10; 80:14;83:6	really (1) 66:25	register (1) 37:14	research (10) 24:18;54:19,20;69:17; 75:12,15,17,20;79:4; 84:7	Saint (1) 9:9
public (1) 18:4	reask (1) 79:11	reimbursed (1) 71:18	researched (1) 84:10	sale (3) 43:11;65:4,13
purchase (44) 13:22;29:20,22;32:23; 33:11;34:11,13,14;35:8, 12,16,22;36:5,6,13,16, 18,21;37:8,19;38:21; 40:14;41:19;42:5,9,13,	reason (3) 12:10;19:23;78:4	reintroduce (1) 8:20	resident (1) 77:18	sales (4) 42:6,8;59:22,24
	reasons (1) 36:18		respect (4) 25:18;37:8;43:16;63:4	salesperson (2) 37:8,11

Same (15) 17:4;23:6;40:6,8,11; 46:1;54:13,13;67:3; 71:14,20;72:1;76:24; 81:12;83:3	9:18 shelf (2) 37:13,14 shipped (1) 47:12 shop (3) 37:25;67:14;68:8 short (2) 8:24;58:14 Shorthand (1) 7:7 shortly (2) 50:14,16 showed (7) 19:15;28:21,23;29:14; 31:14,17;74:10 significant (1) 68:4 similar (4) 35:1;57:21;72:2,6 similarly-priced (1) 57:17 Simon (8) 8:2,2,4;20:22;23:2,5; 24:25;25:5 sitting (1) 12:18 Sixty (1) 21:2 size (3) 34:19;51:20,22 Small (3) 23:6;26:5;83:14 smart (6) 46:10;59:13,18;60:6, 13,17 socially (2) 23:8,9 sold (9) 14:21;15:1,2,6;66:21; 78:22;82:3;84:21;85:2 someone (3) 37:19;53:24;70:23 sometimes (1) 66:17 soon (1) 30:25 sorry (4) 15:2;52:3;56:13;78:19 sounds (1) 12:1 space (1) 31:1 speak (2) 16:2;70:14 speaking (1) 25:18 speaks (1) 61:4 specific (4) 28:7;31:5;34:16;73:16 specifically (1) 33:11	specifications (3) 41:22;50:25;57:21 speculate (1) 55:4 speculating (1) 83:19 speculation (6) 65:19;66:24;67:12; 69:22;70:7;85:10 spell (1) 9:5 spent (1) 68:5 spite (1) 62:18 Spoken (1) 51:2 stabilize (2) 78:21;82:3 stands (1) 21:12 start (5) 13:3;17:13;54:7;55:9, 17 State (4) 7:8;9:5;17:12;66:9 stated (1) 79:18 states (5) 10:15,17;61:6;78:19, 22 stayed (1) 54:13 stem (1) 13:22 still (3) 48:5;49:3;58:15 store (2) 36:15;45:22 stores (4) 38:9;45:9;58:4;65:17 stretches (1) 76:20 studied (1) 36:5 study (1) 17:16 Subpart (2) 85:24;86:4 Subparts (1) 85:20 sue (4) 16:4,18;75:4,11 suggest (1) 30:21 suggested (1) 43:23 suit (6) 11:10;15:5,12;26:2; 33:20;75:21 Suite (1) 7:13 support (2)	15:12;46:25 sure (12) 12:3;14:11;16:17; 19:21;28:4;29:17;30:10; 35:2;37:1,25;50:13; 88:15 sworn (1) 8:13 T talk (1) 12:23 Target (1) 39:16 tax (4) 42:6,8;59:22,24 taxes (2) 10:13,17 team (1) 77:5 technical (1) 48:19 technologies (2) 35:13;37:3 technology (4) 56:4;57:6,25;58:2 telephonic (1) 20:16 television (93) 32:19,25;33:4,12,17, 19;34:6,12,17,19,21,24, 25;35:1,7,23;36:3,7,16; 37:9,17,23;38:3,13,16, 19,22,23;40:20;41:4,5, 19,24;42:3,18;43:9,16, 20;44:1,19;45:3,23;46:1, 7;47:3,25;49:8,21,22; 50:21;51:3,8,11,21,23; 52:1,9,15;53:4,7,11,23; 54:23,25;55:23;56:5,10, 22;57:7,14;58:24;59:4,6, 18;60:7;61:18;62:4,5,17, 21;63:20;64:4,15,25; 66:21;67:7,15,22;68:3, 12,19;70:4;75:15 televisions (23) 14:6;32:22;33:9; 35:18,23,25;36:22,25; 37:3;38:7;47:16,20; 54:3,8,17;55:8,13,16; 57:21,25;65:5,13;74:24 tendered (1) 60:3 term (2) 66:19;79:25 terms (4) 41:3;46:21;68:4,8 testified (14) 8:14;14:11;24:24; 32:19;41:14;57:11;59:4; 62:3;64:24;72:19;75:19; 77:21;81:1;88:10	testimony (20) 29:13;33:16;45:15; 52:5,13,16,22;62:4,19; 65:11;66:16;67:11; 68:17;70:8,8,15;72:10; 81:5,16,19 Thanks (2) 64:23;88:16 thereof (1) 7:5 Thirty (1) 23:3 though (2) 82:5,14 thought (1) 88:3 three (2) 60:19;85:9 Thursday (3) 20:14;21:19;23:1 times (6) 20:9;74:3,5,6,12,14 title (2) 23:19,20 today (10) 8:23;9:4;12:19;19:10, 24;40:20;54:23;86:22, 23;87:19 today's (1) 23:22 told (1) 76:14 took (6) 37:13,14;47:9;58:13; 64:20;74:22 topic (1) 70:13 Toshiba (7) 8:10;53:8,9,10,12,13; 86:20 total (2) 70:18;71:10 town (2) 23:6,7 transaction (2) 30:1;41:15 true (1) 15:4 trust (1) 82:1 truth (3) 8:13,13,14 truthfully (2) 12:7,13 try (3) 12:23;13:6;54:22 trying (1) 19:19 Tube (13) 7:18;13:19,23;42:19; 49:6,9;50:21;51:7,12,15; 70:1;74:21;78:13 tubes (20)
---	--	---	--	--

13:15;14:2,14;15:7; 34:5,8;35:7;53:17; 74:24;75:17;80:9,21,24; 81:3,14,17;82:3,6,14; 83:18 turn (6) 77:12;78:15;80:16; 81:21;83:23;85:5 turned (3) 24:3;26:17,25 TV (16) 35:10,21,21;37:13; 46:11,21,22;51:13,15; 57:8,9;59:9;65:15;78:9; 84:21;85:3 TVs (1) 14:16 Twelve (1) 18:16 Twice (3) 20:12,13;22:3 two (9) 8:21;9:14;19:19,20; 20:19;22:14;31:25;59:9; 88:8 type (4) 21:23;22:20;54:19; 70:23	45:5;48:12;52:12,20; 65:19,24;67:9;70:7;73:8 VCRs (1) 47:7 verbal (1) 13:4 verbally (2) 13:6;19:18 versions (1) 63:11 VIDEOGRAPHER (7) 7:10,11;58:8,11; 86:10,15;88:20 videotape (1) 7:19 violations (1) 78:4 VIRGINIA (15) 7:1,6,17;9:10,18;10:4, 8,13;26:5;36:10;42:6,8; 59:22;77:18,20 visit (1) 45:9	8:13 whose (2) 72:13;73:2 Wilson (1) 7:11 within (2) 32:15;63:7 Without (5) 25:4;34:1;76:4,25; 77:7 witness (59) 8:6,12;15:11,23;16:8, 15;17:5;20:2;25:11,16; 26:23;28:10;30:6,22; 31:2;33:24;34:3;35:16; 39:8;40:9;42:25;48:15; 49:13,25;50:7;51:20; 52:6,14,23;53:21;61:6; 62:1;63:3;65:21;66:10, 12,17,25;67:5,13,19; 69:24;70:11,22;71:6; 76:2,7,17;77:4;79:22; 81:6,11,20;82:9,17,24; 83:5,10;85:11 work (1) 43:1 worked (2) 18:20;23:13		
U	W	Y		
ultimately (1) 83:13 unable (1) 12:11 unclear (1) 12:16 under (2) 12:5;58:15 unintentionally (2) 79:22,23 unit (1) 43:12 United (1) 78:22 unless (1) 66:8 up (8) 37:19;41:5;44:19,23; 46:21;54:3;55:8,16 use (4) 47:25;48:1,2;56:24 used (6) 41:1;47:23;48:25; 67:7;74:24;79:24 user (1) 41:22	walked (1) 45:22 Walmart (5) 39:11;57:12,16;65:8, 12 warranty (10) 46:12,15,18;47:4; 59:19;60:19,22,24;61:1, 7 watching (1) 47:25 way (5) 11:24;17:2;43:13; 59:15;73:8 weighed (1) 26:11 WEIRTON (7) 7:1,5,17;9:18;10:3; 36:10;65:1 Welcome (1) 58:14 WEST (18) 7:1,5,17;9:9,18;10:3,7, 13;17:12,13;18:2;26:5; 36:10;42:6,8;59:21; 77:18,20 What's (1) 18:9 Wheeling (1) 9:9 Whereupon (3) 58:10;86:12;88:23 White (1) 8:9 whole (1)	year (1) 17:13 years (9) 9:14,20;10:6;12:2; 18:16;23:3,5;25:1;28:17 Yep (1) 66:11 Yesterday (15) 22:5,6,21;50:7,8;51:6, 10;52:2,10,19,25;64:2, 19;74:2,7 York (1) 10:3		
V		Z		
Vague (17) 19:25;26:20;30:18; 33:2;35:14;39:5,22,25;		Zackery (1) 7:11		

EXHIBIT 62

Produced on 9/7/11

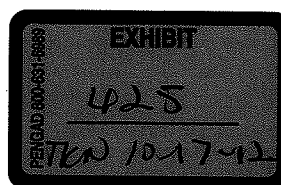
SAMSUNG EXHIBIT A25

PLAINTIFF BRIGID TERRY

Brigid Terry
510 Oakland Avenue
Janesville, WI 53545

Seymour Mansfield
MANSFIELD, TANICK & COHEN, P.A.
220 South Sixth Street
Minneapolis, MN 55402

Robert J. Gralewski, Jr.
KIRBY McINERNEY LLP
825 Third Avenue
New York, NY 10022



Produced on 9/7/11

SAMSUNG EXHIBIT B25

PLAINTIFF BRIGID TERRY

- 1. CRT PRODUCT:** Toshiba television – S/N: 92567585
- 2. DATE OF PURCHASE:** 1997 or 1998
- 3. LOCATION of PURCHASE:** The Village – Janesville, Wisconsin
- 4. PERSONS INVOLVED IN PURCHASE:** Brigid Terry (plaintiff)
- 5. PRICE:** Not available.
- 6. TAXES/FEES:** The standard sales tax was applied to the purchase of the television.
- 7. BUNDLE:** This television was not purchased as part of a bundle or system.
- 8. WARRANTIES:** None other than any standard manufacturers' warranty.
- 9. PURPOSE of PURCHASE:** Personal use.

See also CRT000017-18, CRT000073-74, and CRT000563-564.

Produced on 9/7/11

SAMSUNG EXHIBIT D25

PLAINTIFF BRIGID TERRY

CRTs: Ms. Terry does not believe she reviewed any trade publications, advertisements, or news articles relating to the price or product features of CRTs during the relevant time period.

CRT Products: Ms. Terry does not recall reviewing any trade publications, advertisements, or news articles relating to the price or product features of CRT products during the relevant time period.

Produced on 9/7/11

SAMSUNG EXHIBIT E25

PLAINTIFF BRIGID TERRY

Ms. Terry did not purchase a non-CRT television or computer monitor during the relevant time period.

EXHIBIT 63

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

= = = = =

IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Master File No.
CV-07-5944-SC

This Document Relates to:

MDL No. 1917

ALL INDIRECT PURCHASER ACTIONS

= = = = =

Deposition of:

BRIGID TERRY

Janesville, Wisconsin

October 17, 2012

Reported by: Taunia Northouse, RDR, CRR

Brigid Terry

I N D E X

WITNESS	Page(s)
---------	---------

BRIGID TERRY

Examination by Ms. Chiu	6
-------------------------	---

Examination by Mr. Feder	81
--------------------------	----

E X H I B I T S

No.	Description	Identified
-----	-------------	------------

Exh 424	Defendant Hitachi Displays, Ltd.'s Notice of Deposition	15
---------	--	----

Exh 425	Samsung Exhibit Nos. A25, B25, D25, and E25	26
---------	--	----

Exh 426	Plaintiff Verification by Brigid Terry	27
---------	---	----

Exh 427	Toshiba Exhibit A25 and B25	30
---------	-----------------------------	----

Exh 428	Verification by Brigid Terry	31
---------	------------------------------	----

Exh 429	Copies of photographs CRT 17-18, CRT 73-74, CRT 563-564	34
---------	--	----

Exh 430	Copy of photograph of serial number	42
---------	--	----

Exh 431	Copy of photograph of Toshiba label	44
---------	-------------------------------------	----

Exh 432	Copy of photograph of CRT	46
---------	---------------------------	----

Exh 433	Copy of photograph of Model No. CX36G60	47
---------	--	----

Exh 434	Copy of photograph of back of television	49
---------	---	----

Exh 435	Copy of photograph of label with YS-59790	50
---------	--	----

Exh 436	Class Action Complaint	76
---------	------------------------	----

Brigid Terry

1	No.	Description	Identified
2		(Exhibits referred to but previously marked)	
3	Exh 11	Indirect Purchaser Plaintiffs' Third Consolidated Amended Complaint	65
4			
5	Exh 52	Indirect Purchaser Plaintiffs' Amended and Supplemental Objections and Responses to Samsung	26
6			
7	Exh 66	Indirect Purchaser Plaintiffs' Amended and Supplemental Objections and Responses to Samsung	23
8			
9	Exh 67	Indirect Purchaser Plaintiffs' Amended and Supplemental Objections and Responses to Toshiba	25
10			
11	Exh 78	Indirect Purchaser Plaintiffs' Responses to Toshiba	29

(Attached to the original transcript and copies provided to Attorneys Chiu, Malaise, and Feder)

(Original transcript filed with Attorney Chiu)

1 DEPOSITION of BRIGID TERRY, a witness of
2 lawful age, taken on behalf of Defendant Hitachi
3 Displays, Ltd., wherein Indirect Purchasers are
4 Plaintiffs, and Hitachi Displays, Ltd., et al., are
5 Defendants, pending in the United States District
6 Court for the Northern District of California,
7 pursuant to notice, before Taunia Northouse, a
8 Registered Diplomate Reporter and Notary Public in
9 and for the State of Wisconsin, at the America's Best
10 Value Inn and Conference Center, 3900 Milton Avenue,
11 in the City of Janesville, County of Rock, and State
12 of Wisconsin, on the 17th day of October 2012,
13 commencing at 4:05 in the afternoon.

14 A P P E A R A N C E S

15 LAWRENCE PAPOLE, Attorney
16 LAW OFFICES OF LAWRENCE PAPOLE
17 1308 Main Street, Suite 117, St. Helena,
18 California 94574, appearing on behalf of
19 the witness and Indirect Purchaser Plaintiffs.
20 767-963-1704

21 MICHELLE PARK CHIU, Attorney
22 MORGAN, LEWIS & BOCKIUS, LLP
23 One Market, Spear Street Tower, San Francisco,
24 California 94105-1126, appearing on behalf of
25 the Hitachi defendants.
mchiu@morganlewis.com 415-442-1000

26 CHARLES MALAISE, Attorney (by telephone)
27 BAKER & BOTTS, LLC
28 1299 Pennsylvania Avenue NW, Washington, D.C.
29 20004-2400, appearing on behalf of the Philips
30 Defendants.
charles.malaise@bakerbotts.com 202-639-1117

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

APPEARANCES CONTINUED

KEVIN FEDER, Attorney (by telephone)
O'MELVENY & MYERS
1625 Eye Street NW, Washington, D.C. 2006,
appearing on behalf of the Samsung Defendants.
kfeder@omm.com 202-383-5164

AARON McALLISTER, Attorney (by telephone)
WHITE & CASE, LLP
701 13th Street NW, Washington, D.C. 2005-3807,
appearing on behalf of the Toshiba Defendants.
amcallister@whitecase.com 202-729-3807

1 BRIGID TERRY,
2 called as a witness, being first duly sworn,
3 testified on oath as follows:
4

5 EXAMINATION

6 By Ms. Chiu:

7 Q Good afternoon, Ms. Terry. How are you?

8 A I'm fine. How are you?

9 Q We met off the record, but I just wanted to
10 reintroduce myself on the record. My name is
11 Michelle Park Chiu. I am with the firm
12 Morgan Lewis, and I represent the Hitachi
13 defendants, and I'll be taking your deposition
14 today.

15 So could you state your full name for the
16 record, please.

17 A Brigid Terry.

18 Q And, Ms. Terry, how old are you?

19 A 53.

20 Q And have you ever been deposed before?

21 A Not like this. The only thing I've ever
22 participated in was the divorce proceedings that I
23 went through, but I don't remember ever --

24 Q And about how long ago was that?

25 A It was in 1996.

1 Q So if you don't mind, we'll go over some ground
2 rules for this deposition before we get started;
3 if that's okay with you.

4 A Sure.

5 Q You understand that you just took an oath?

6 A Uh-huh.

7 Q And that means that your testimony today is the
8 same as if you were testifying in a court of law?

9 A Yeah.

10 Q And if you don't understand my questions that I'll
11 be asking you today, please let me know. If you
12 start answering a question and you don't ask for
13 clarification, I'm going to assume that you
14 understood my question; is that fair?

15 A That's fair.

16 Q And if you remember something later during the
17 deposition in an answer to one of my questions
18 that you forgot to mention, please let me know
19 right away. We can either stop and get that other
20 answer or correction right on the record so we get
21 it before you forget. Does that make sense?

22 A Sure.

23 Q This is the court reporter. She'll be
24 transcribing everything that everyone says on the
25 record, so it's important to speak clearly like

1 you are already doing.

2 A Okay.

3 Q But it's also important to avoid nonverbal
4 responses like shaking your head or nodding or
5 saying --

6 A Okay.

7 Q -- or saying uh-huh or uh-uh. It's hard for the
8 court reporter to get that into words.

9 Does that make sense?

10 A I understand.

11 Q Another thing is that we should try not to talk
12 over each other. I know in normal conversation
13 sometimes people interrupt each other, but to make
14 sure the court reporter can get down everything
15 that is said, if you will let me finish my
16 question before you start your answer, that would
17 be helpful. And I'll also try to not start my
18 next question before you're finished answering.

19 A I understand.

20 Q We can take a break whenever you want to. You
21 just let me know if you'd like to take a break.
22 The only thing that I ask is if we can agree to
23 not take a break while a question is pending so we
24 don't take a break between my question and your
25 answer.

1 A Sure.

2 Q As you can see, there's water available here. You
3 can help yourself whenever you need anything.
4 Just let me know again if you need to take a break
5 to use the restroom or anything like that.

6 A Okay.

7 Q Ms. Terry, is there any reason why you cannot
8 testify fully and truthfully today?

9 A No.

10 Q Throughout the deposition, your counsel,
11 Mr. Papale, may be objecting. I'm entitled to an
12 answer even though he makes an objection unless he
13 instructs you not to answer for some reason. And
14 at that point I'll discuss with your counsel on
15 the record. Does that make sense?

16 A Yes.

17 Q So, Ms. Terry, what is your current home address?

18 A 510 Oakland Avenue, Janesville, Wisconsin.

19 Q And how long have you lived at that address?

20 A 27 years.

21 Q Is that your primary home?

22 A It sure is.

23 Q Do you own any other homes?

24 A I do not.

25 Q And in what states do you pay income taxes?

1 A Wisconsin.

2 Q Any other states?

3 A No.

4 Q And is Wisconsin the only state in which you earn
5 an income?

6 A Correct.

7 Q And do you own a vehicle?

8 A I do.

9 Q And where is that vehicle registered?

10 A Wisconsin.

11 Q And do you -- is that just one -- is that a car?

12 A It's a Honda CRV.

13 Q And do you own any other vehicles?

14 A Yes. I own a Honda Civic.

15 Q Is that registered in Wisconsin as well?

16 A Yes.

17 Q Any other vehicles?

18 A No.

19 Q And where are you registered to vote?

20 A In Wisconsin, Rock County.

21 Q Okay. Ms. Terry, did you attend college?

22 A I did.

23 Q Where did you go?

24 A I did my undergrad at the University of Wisconsin
25 in Eau Claire, and then I did a master's at

1 National Louis University in Illinois, and then
2 I've taken 30 plus credits beyond.

3 Q Okay. And did you -- what kind of degree did you
4 get at the University of Wisconsin?

5 A I got a comprehensive education degree in
6 elementary education and special education,
7 cognitive disability emphasis.

8 Q And what did you get your master's in?

9 A Curriculum and instruction.

10 Q And you said you got some additional credits
11 beyond that. In what discipline were those
12 credits?

13 A Reading mostly, yeah.

14 Q Okay. And, Ms. Terry, did you prepare for this
15 deposition?

16 A In what way? Yes, I prepared. I looked at my --
17 (Discussion off the record)

18 A Yes, I prepared.

19 Q So what did you do to prepare for this deposition?

20 A Last week I spoke with Mr. Papale, and I met with
21 him yesterday, and we looked at some verification
22 documents and the pictures that I had taken of the
23 television.

24 Q Okay. Anything else?

25 A Just looking at any paperwork that I had in my

1 file about this suit.

2 Q Okay. And how long did you speak with -- oh, I'm
3 sorry. You said you spoke with Mr. Papale last
4 week. Was that on the phone or in person?

5 A On the phone.

6 Q About how long was that conversation?

7 A I think it was about an hour and a half.

8 Q Did you look at any documents during that
9 conversation, or was it just a telephone
10 conversation?

11 A Just a telephone conversation.

12 Q And when you met with Mr. Papale yesterday, how
13 long did you meet?

14 A Maybe -- almost two hours maybe, yeah, almost two
15 hours.

16 Q And you mentioned you looked at some verifications
17 and some pictures and other documents. Were there
18 any documents that you looked at during that time
19 that refreshed your recollection about the facts
20 regarding this case?

21 A Sure. I mean, because I don't think about it all
22 the time, so sure, it refreshed my memory about
23 what this case is about.

24 Q And what were those documents that refreshed your
25 recollection?

1 A A verification document that said that I did read
2 the complaint and, you know, signed it.

3 Q Okay. So, Ms. Terry, other than the conversation
4 last week and the meeting yesterday, did you do
5 anything else to prepare for this deposition
6 today?

7 A No.

8 Q And you mentioned that Mr. Papale is your counsel.
9 Do you have any other counsel?

10 A Yes. Seymour Mansfield was the initial counsel.
11 And then I understand that this is -- this
12 involves more than one attorney, more than one law
13 firm.

14 Q Okay. And do you know what the term "class
15 counsel" means?

16 A I'd love to have you explain that to me. Class
17 counsel.

18 Q Okay. So is the answer no?

19 A Yeah. It is no. Class counsel? No.

20 Q Do you happen to know who is class counsel in this
21 case?

22 A Class -- I mean, I can tell you what I'm thinking
23 is that it's the attorney that represents all the
24 people in this action, in this class action. And
25 that's Alioto in California, San Francisco. Is

1 that right? Am I -- I mean, is that what
2 you're -- am I understanding your question
3 correctly?

4 Q Yes, you are understanding my question correctly.

5 So, Ms. Terry, do you have a retention
6 agreement with Mr. Alioto in San Francisco?

7 A I have a retention agreement with
8 Seymour Mansfield, and I don't know if that
9 extends to Alioto or not, but that's who I signed
10 an agreement with.

11 Q Okay. And when you spoke with Mr. Papale last
12 week, was that the first time you spoke with him
13 in this matter?

14 A Yes. That was the first time we spoke. We agreed
15 on -- via email I think, to contact, you know, to
16 call at 4 o'clock or whatever it was, but that was
17 the first time we spoke, yes.

18 Q Okay. Do you know who Mr. Bob Gralewski is?

19 A I've heard his name, and I know he's an attorney
20 involved in this case; but no, I don't know him or
21 know, exactly, his role.

22 Q Is he one of your attorneys in this matter?

23 A I don't know.

24 Q Did you take any notes while you were preparing
25 for this deposition?

1 A Yes.

2 Q Did you bring them today?

3 A I did not.

4 Q Okay. And did you speak with any of plaintiffs'
5 experts in preparation for your deposition today?

6 A No. I mean, beyond my attorney; right?

7 Q Right. But none of plaintiffs' retained experts?

8 A No.

9 Q So I would like to hand you a document.

10 MS. CHIU: Could you please mark
11 this.

12 A Then you're going to want me to have my glasses
13 on.

14 Q Yes.

15 (Exhibit No. 424 marked for
16 identification)

17 Q So, Ms. Terry, the court reporter has just handed
18 you -- or I've handed you a document that has been
19 marked as Exhibit No. 424 in this matter.

20 A Uh-huh.

21 Q Do you recognize this document?

22 A Yes. This is what invited me to this deposition.
23 Right?

24 Q So for the record, the document title is Defendant
25 Hitachi Displays, Ltd.'s Notice of Deposition of

1 Plaintiff Brigid Terry. And when did you see this
2 document previous to today?

3 A I don't know.

4 Q Have you seen it before today?

5 A Yeah.

6 Q And how did you receive it?

7 A I think I received this via email from my
8 attorney.

9 Q And you understand that you are testifying today
10 pursuant to this deposition notice?

11 A Yes.

12 Q Okay. You can set that aside.

13 Ms. Terry, are you employed?

14 A I am.

15 Q And where are you employed?

16 A At Milton School District.

17 Q How long have you worked there?

18 A Right around 20 years. I've been on and off, you
19 know, home with children and that kind of thing.
20 So I would say about 20 years.

21 Q And what is your position or title at Milton High
22 School?

23 A I'm a reading teacher there.

24 Q Have you ever --

25 A Did you say high school?

1 Q Was it not high school? I'm sorry.

2 A No, Milton Elementary School.

3 Q My mistake. You said you've been a reading
4 teacher. And have you been a reading teacher the
5 entire time you've been with Milton?

6 A No. I was a special education teacher and an
7 early childhood teacher. That's all, I think.

8 Q And before you worked at Milton Elementary School,
9 did you work for any other company or school
10 district?

11 A Yes. I worked for St. Mary's School in
12 Janesville, and I worked long-term -- I worked in
13 Evansville for the elementary school there. And I
14 did some long-term subbing before that.

15 Q Ms. Terry, have you ever worked for a company that
16 manufactures CRTs or CRT products?

17 A No.

18 Q So before we get started about the case, I'd like
19 to -- can you -- excuse me. Let me restart that.
20 Could you tell me what your understanding of a
21 cathode ray tube is?

22 A Well, I've seen one now since I've taken the back
23 off of my television, and it's the tube in the
24 back of the television that makes it work.

25 Q And during today's deposition, when I say CRT, I

1 mean cathode ray tube; is that fair?

2 A That's fair.

3 Q So could you describe in your own words the claims
4 or claim that you are asserting in this case
5 today.

6 A Sure. Manufacturers of this CRT conspired, met,
7 got together to set prices for those tubes, and
8 then that -- that in turn came to me as a consumer
9 when I purchased my television, and I ended up
10 paying more for my television than I would have if
11 those prices hadn't been fixed on that tube.
12 There would have been a free market for me to, you
13 know, shop for different -- different prices for a
14 television. And instead I paid more than I needed
15 to pay for my television.

16 Q Okay. Now, do you know anything about a cathode
17 ray tube besides its name; for example, how it
18 works, the engineering behind the cathode ray
19 tube?

20 A Definitely not.

21 Q Now, mentioned that CRTs are used in televisions.
22 Do you know what other types of products that they
23 are used in?

24 A I understand they're used in computer screens,
25 too.

1 Q Anything else?

2 A Not that I'm aware of.

3 Q So during today's deposition, when I say CRT
4 products or CRT finished products, I'm going to
5 mean products containing a cathode ray tube; is
6 that fair?

7 A Yes.

8 Q Do you know some of the companies that manufacture
9 cathode ray tubes, the names of some of the
10 companies?

11 A My television is Toshiba, so that would be a
12 manufacturer, Philips, Panasonic, Samsung.

13 Q Okay. And you mentioned that your television is a
14 Toshiba television.

15 A Uh-huh.

16 Q Were those companies that you just named your
17 understanding that they are manufacturers of the
18 cathode ray tubes or of the finished product
19 television?

20 A I don't know for sure. I'm thinking both.

21 Q Okay. Ms. Terry --

22 MR. McALLISTER: Vague and
23 ambiguous to which Toshiba entity.

24 MR. PAPALE: Okay, thanks. Got it.

25 Q Ms. Terry, how did you become a named plaintiff in

1 today's case?

2 A My son worked for a law firm in Minneapolis in
3 their office, not as an attorney, but he was just
4 out of school. And the person that he worked
5 for -- this is my understanding -- made
6 Seymour Mansfield aware of me as a person -- a
7 resident in Wisconsin that had a television that
8 was purchased between 1995 and 2007 that had a
9 cathode ray tube. And so he contacted me, and I
10 called him back and agreed that I wanted to pursue
11 this.

12 Q Okay. So do you know the name of the person that
13 your son worked for?

14 A Yes.

15 Q What's his name?

16 A Larry Schaefer.

17 Q And is Mr. Schaefer an attorney at the same firm
18 as Seymour Mansfield?

19 A No. He is an attorney, but my understanding is
20 that they shared some common space somehow, office
21 space, or they were in close proximity on the same
22 floor or something like that, so that they knew
23 each other.

24 Q Okay. Now, how often do you speak with your
25 attorneys, either Mr. Mansfield, Mr. Papale,

1 Mr. Gralewski, or any other plaintiffs' attorney?
2 How often do you speak with them about this case?

3 A Depends on what's going on with the case.
4 Molly -- Molly Scott is the person that would
5 contact me from Mr. Mansfield's office. And when
6 things were happening, she would email and send me
7 copies of the documentation like this. And then
8 so maybe a couple times, you know, more
9 frequently, and then months would go by and I
10 wouldn't speak with them.

11 Q Do you remember when, approximately month and
12 year, that Mr. Schaefer contacted you about this
13 case?

14 A Well, it wasn't Mr. Schaefer that contacted me.
15 It was Mr. Mansfield.

16 Q I'm sorry. When Mr. Mansfield contacted you.

17 A You know, I'm thinking it was in March of '98. I
18 think that's right.

19 Q You said 1998.

20 A 1998. I think that's right.

21 MR. PAPALE: 2008?

22 THE WITNESS: Did I say 1998?

23 2008.

24 MR. PAPALE: I did the same thing
25 today.

1 A I'm sorry, I'm sorry.

2 Q 2008?

3 A Yeah.

4 Q And after you spoke with Mr. Mansfield, about how
5 long after that did you decide to file suit in
6 this case?

7 A I don't know. I couldn't tell you.

8 Q Do you remember about when you decided to file a
9 complaint in this matter?

10 A It would have been months, I think. It wasn't
11 years, but I don't know.

12 Q And why did you decide to bring this lawsuit?

13 A Because I never would have known about this as a
14 consumer. And, frankly, I was incensed to think
15 that corporations would sit down at a table and
16 price fix something that a consumer would end up
17 paying for and have no knowledge of that unless
18 they were in a situation where, you know, they had
19 access to people who were aware of it. And since
20 I did have access to people that were aware of it,
21 and I came to understand this, I most definitely
22 wanted to participate in this.

23 Q Okay. Do you read the papers that are filed in
24 this case?

25 A The papers that are sent to me, the documents that

1 are sent to me?

2 Q Well, there are papers that are filed on the
3 docket in this litigation. Do you read all of
4 those that are filed, or only the ones that are
5 sent to you by your attorney?

6 A Only the ones that are sent to me by my attorney.

7 Q And are those sent to you by email you said?

8 A Yes. And do I read them with a fine tooth comb?
9 No. But yes, I look them over.

10 Q So, Ms. Terry, have you served as a plaintiff in a
11 class action case before today?

12 A No.

13 Q Have you ever been involved as a party, a
14 plaintiff or a defendant, in any other litigation
15 besides your divorce?

16 A No.

17 Q Were you involved in looking for documents to
18 produce in this case?

19 A Yes.

20 Q So I'm handing you a document that was previously
21 marked in this case as Exhibit No. 66, which is
22 Indirect Purchaser Plaintiffs' Amended and
23 Supplemental Objections and Responses to Samsung
24 SDI Co., Ltd.'s First Set of Requests for
25 Production of Documents.

1 A Uh-huh.

2 Q Have you seen this document before?

3 A Yes, yes.

4 Q And these are document requests that were issued
5 to indirect purchaser plaintiffs by a defendant in
6 this matter, Samsung SDI. Do you recall searching
7 for documents responsive to the requests in this
8 document?

9 A I looked for proof of purchase. I looked for my
10 owner's manual. I looked through my check, you
11 know, my check stubs. And I talked to my bank to
12 see if I could find a receipt in terms of my
13 credit card, because I don't know exactly how I
14 paid for this and I -- so yes, I did search to
15 that extent.

16 Q Okay. And, Ms. Terry, do you recall receiving
17 this document and reading every request for
18 production looking for documents, or did your
19 attorneys ask you for specific documents to
20 collect?

21 A My attorneys asked for specific, yeah.

22 Q Okay. And did you withhold any documents that you
23 found during your search on the basis of privilege
24 or relevance?

25 A No.

1 Q So you produced everything that you found?

2 A Yeah.

3 Q Okay. You can set that aside. I'd like to hand
4 you another document. This exhibit was previously
5 marked as Exhibit No. 67. This is Indirect
6 Purchaser Plaintiffs' Objections and Responses to
7 Toshiba America Information Systems, Inc.'s First
8 Set of Requests For Production of Documents to
9 Indirect Purchaser Plaintiffs.

10 Have you seen this document before?

11 A Yes.

12 Q And do you recall searching for documents
13 responsive to the requests in this document?

14 A Inasmuch as I did for the other document, you
15 know, as I stated.

16 Q And just for my understanding, your attorneys
17 asked you for certain documents that were
18 responsive to these requests; is that correct?

19 A That's correct.

20 Q And did you withhold any documents on the basis of
21 privilege or relevance with respect to these
22 document requests?

23 A I did not.

24 Q Okay. You can set that aside.

25 Ms. Terry, I'm handing you a document that's

1 been previously marked in this case as
2 Exhibit No. 52. I'm sorry that exhibit sticker is
3 pretty hard to read, but this document is titled
4 Indirect Purchaser Plaintiffs' Amended and
5 Supplemental Objections and Responses to Defendant
6 Samsung SDI Co., Ltd.'s First Set of
7 Interrogatories. Do you recognize this document?

8 A Uh-huh.

9 Q Have you seen it before today?

10 A Yes.

11 Q And were you involved in preparing answers to
12 these interrogatories?

13 A Yes.

14 Q And you verified your responses to this document;
15 is that correct?

16 A That's correct.

17 Q So you can set this document aside.

18 (Exhibit No. 425 marked for
19 identification)

20 Q Ms. Terry, the court reporter has just handed you
21 a document that's been marked as Exhibit No. 425
22 in this matter.

23 A Uh-huh.

24 Q And these are four pages of documents, Samsung
25 Exhibit A25, B25, D25, and E25. And at the top of

1 the page it says it was produced on September 7th,
2 2011. Do you see that?

3 A I do.

4 Q Have you seen these documents before?

5 A No.

6 Q Did you -- so today is the first day that you're
7 seeing these pages?

8 A I believe so.

9 Q When you said -- you mentioned previously that you
10 verified the responses to the interrogatories, is
11 that correct, the Samsung interrogatories?

12 A That's correct.

13 Q And you signed a verification; is that correct?

14 A That's correct.

15 MS. CHIU: We can mark that as the
16 next document in line, please.

17 (Exhibit No. 426 marked for
18 identification)

19 Q Ms. Terry, I've handed you a document that has
20 just been marked as Exhibit No. 426. That is
21 titled Plaintiff Verification. Do you recognize
22 this document?

23 A I do.

24 Q And do you recall signing this verification on
25 September 17th, 2011?

1 A I do.

2 Q And the verification reads, "I am a plaintiff in
3 the above-entitled action and verify that I have
4 read the Indirect Purchaser Plaintiffs' Amended
5 and Supplemental Objections and Responses to
6 Defendant Samsung SDI Co., Ltd.'s First Set of
7 Interrogatories and have also read the exhibits to
8 that document applicable to me."

9 Did I read that correctly?

10 A Yes.

11 Q It says, "I further verify that the information
12 provided applicable to me is true and correct to
13 the best of my knowledge, information, and
14 belief"; is that correct?

15 A It is correct.

16 Q And after that it says, "I further declare under
17 penalty of perjury that the foregoing is true and
18 correct." Did I read that correctly?

19 A Yes.

20 Q And that's your signature that appears next to the
21 word "signature"?

22 A It is.

23 Q So then just turning back to Exhibit No. 425,
24 these are Samsung Exhibits A25 through D25, and it
25 says for Plaintiff Brigid Terry; is that correct?

1 A Yes.

2 Q Now, are these the exhibits that are referenced in
3 the verification where it says, "and have also
4 read the exhibits to that document applicable to
5 me"?

6 A Can you ask that question again? Are these what?

7 Q The exhibits that have been marked as
8 Exhibit No. 425, those four pages?

9 A Yes.

10 Q Are these exhibits the exhibits that are
11 referenced in the verification on 426?

12 A I don't recall. Because I did -- I saw -- when I
13 read the interrogatories, there were other
14 documents that were given to me. I don't
15 recognize these. That doesn't mean that I -- that
16 these aren't the ones that were put in front of
17 me.

18 Q All right. So you can put those aside. We may be
19 looking at them later.

20 A Okay.

21 Q But I will let you know by exhibit number if I
22 want to refer to those documents.

23 A Okay.

24 Q I'm going to hand you an exhibit that was
25 previously marked as No. 78 in this case. And

1 this is titled Indirect Purchaser Plaintiffs'
2 Responses to Defendant Toshiba America Information
3 Systems, Inc.'s First Set of Interrogatories.

4 Have you seen this document before today?

5 A Yes.

6 Q Do you recognize it?

7 A I do.

8 Q And these are interrogatories that were issued by
9 a defendant in this matter, Toshiba America
10 Information Systems. Did you prepare the
11 responses to these interrogatories?

12 A I did. I contributed to -- yeah.

13 Q Okay. And do you recall verifying responses to
14 these interrogatories?

15 A Yes.

16 Q Okay. So you can set No. 78 aside.

17 MS. CHIU: We can mark these as the
18 next exhibit in line, please.

19 (Exhibit No. 427 marked for
20 identification)

21 Q Ms. Terry, I've handed you an exhibit that's
22 marked as 427. Do you recognize these documents?

23 A Not particularly, no.

24 Q So you don't recall seeing them before today?

25 A I don't recall.

Brigid Terry

(Exhibit No. 428 marked for
identification)

Q Ms. Terry, I've just handed you a document that's
been marked as Exhibit No. 428 in this matter.
And it is a verification pursuant to Federal Rules
of Civil Procedure Rule 33(b)(3). And it says --
I'm sorry. Have you seen this document before?

A Yes.

Q And is that your signature at the bottom on the
line?

A It is.

Q And do you recall signing this document on or
around July 14th, 2010?

A Yes.

Q Okay. And I'll just read the verification. It
says, "Brigid Terry, being duly sworn upon oath
deposes and says: I am an indirect purchaser
plaintiff in the above-entitled action and have
read the first set of interrogatories served upon
me by Defendant Toshiba America Information
Systems, Inc.

I declare under penalty of perjury under the
Laws of the State of Wisconsin that the above
responses to those interrogatories are true and
correct according to the best of my knowledge,

1 information, and belief."

2 Did I read that correctly?

3 A Yes.

4 Q And in the responses to Toshiba's interrogatories
5 is an Exhibit 78, is that correct, that we just
6 looked at previously?

7 A Yes.

8 Q Okay. And the exhibit that we just marked as
9 427 --

10 A Yes.

11 Q -- those are also part of the responses to the
12 Toshiba set of interrogatories; is that correct?

13 A Yes.

14 Q So this verification that we've marked as
15 Exhibit No. 428 includes the information in the
16 Toshiba exhibits as well as Exhibit 78?

17 A Yes, I think so.

18 Q All right. So you can set those aside. We may be
19 looking at those exhibits later during the
20 deposition, but you can put them aside for right
21 now.

22 So, Ms. Terry, did you personally purchase an
23 electronic product containing a cathode ray tube?

24 A I did.

25 Q And what product was that?

1 A A television.

2 Q Is that the only product that you purchased
3 containing a cathode ray tube for which you are
4 claiming damages in this case?

5 A Yes.

6 Q Did you purchase any other products with CRTs in
7 them?

8 A I may have.

9 Q But you don't recall either way?

10 A No.

11 Q Have you ever -- did you resell the television
12 that you purchased?

13 A No.

14 Q Do you still own it?

15 A I do.

16 Q And you purchased a Toshiba television; is that
17 correct?

18 A Correct.

19 Q What size is that television?

20 A It's a 30-inch screen with a 36-inch tube. I
21 didn't understand that. That's what I read.

22 Q And where did you read that?

23 A On the back of the television.

24 Q And when you say it's a 30-inch screen, do you
25 mean horizontal, diagonal?

1 A Horizontal.

2 Q Horizontal, okay. And did you measure that
3 yourself, or is that the information you read?

4 A I measured that myself.

5 Q 30-inch horizontal?

6 A Yes. But I read the 36-inch tube.

7 Q And where did you read that?

8 A On the back of the television.

9 Q And when you say "the back of the television," do
10 you mean the back of the case or somewhere else?

11 A It was either on the back of the case. There were
12 two stickers on the inside of the case, and then
13 there were stickers on the back of the television
14 itself.

15 Q So you can't recall which, but it was either a
16 sticker on the back of the case when it was
17 assembled or the back -- on the inside of the back
18 of the television when you opened it?

19 A Correct.

20 Q Okay.

21 (Exhibit No. 429 marked for
22 identification)

23 Q I'm handing you what has been just marked as
24 Exhibit No. 429 in this matter, which are pictures
25 that were produced in this litigation by

1 plaintiffs, indirect purchaser plaintiffs, and
2 they're Bates labeled CRT 000017 through 18, as
3 well as CRT 000073 to 74, and CRT 000563 to 564.

4 A Uh-huh.

5 Q And, Ms. Terry, do you recognize these
6 photographs?

7 A Yes.

8 Q Have you seen them before?

9 A Yes.

10 Q Did you take these photographs?

11 A I did.

12 Q And what are these photographs of?

13 A Well, they're the back of my television, but
14 they're not very clear.

15 Q And did you take these pictures for this
16 litigation?

17 A I did.

18 Q Do you remember approximately when you took these
19 pictures?

20 A At the end of September. September -- of this
21 year.

22 Q Of this year?

23 A Yeah.

24 Q You can set those aside for right now. So,

25 Ms. Terry, where did you purchase this television?

1 A At a place -- an appliance store called
2 The Village in Janesville. It no longer is in
3 business.

4 Q And when did you purchase the television?

5 A I'm not positive, but I'm thinking 1997-98. 1998,
6 yeah.

7 Q Do you have any documentation regarding that
8 purchase?

9 A I do not.

10 Q Do you remember how you purchased this television?

11 A I don't.

12 Q Do you remember if you paid cash?

13 A I don't remember.

14 Q Did you use a credit card?

15 A I don't remember.

16 Q Or did you write a check?

17 A I most certainly did one of those three things,
18 and I don't remember what I did.

19 Q Okay.

20 A I doubt I paid cash.

21 Q Do you remember about how much you paid for this
22 television?

23 A Yes. I believe it was between \$600 and a thousand
24 dollars. About \$800 sticks out in my head.

25 Q But you can't recall for sure?

1 A I cannot.

2 Q Did you look through your credit card statements
3 from the 1997 to '98 period to see if you had any
4 purchases at The Village?

5 A I tried to do that. I didn't have -- I don't have
6 those records personally anymore. And when I went
7 to my bank, they said they didn't have those
8 available for me.

9 Q And you checked all of your credit cards in your
10 checking account; is that right?

11 A I did.

12 Q And you mentioned you think it was 1997 or 1998.
13 Is it possible that you purchased the television
14 before 1997?

15 A No.

16 Q Why is it not possible?

17 A I was divorced in 1996, and I know that I
18 purchased this television after I was divorced. I
19 don't think it was that soon after. That's my
20 memory.

21 Q Okay. And did you retain any manuals or documents
22 that came inside the box?

23 A I did keep the owner's manual. I believe that
24 Seymour Mansfield's office has that.

25 Q And do you know whether that was produced to

1 defendants?

2 A I'm sorry?

3 Q Do you know if a copy of that manual was produced
4 in this case?

5 A I don't know.

6 MS. CHIU: So, Counsel, we would
7 request that if Ms. Terry has produced a
8 document of that -- or a copy of that manual
9 to her attorney, Mr. Mansfield, that a copy
10 be produced to defendants.

11 MR. PAPALE: We'll certainly take a
12 look for it. Are you certain that you didn't
13 get it?

14 MS. CHIU: We did not see anything,
15 but we will take a look again, but we didn't
16 find anything.

17 MR. PAPALE: Why don't you look
18 again and we'll do likewise. But definitely,
19 if we've got it, we'll get it to you.

20 MS. CHIU: Okay. Thank you.

21 By Ms. Chiu: (Continuing)

22 Q Ms. Terry, why did you purchase this television?

23 Was it for personal use?

24 A Yes.

25 Q And where did you use it in your home?

1 A In my family room.

2 Q And you testified just now that you estimate that
3 the price of the product was between 600 and a
4 thousand dollars. Is it possible it could have
5 been more than a thousand or maybe less than 600?

6 A It wasn't less than 600. I'd be surprised if it
7 were less than 600.

8 I suppose it could have been more than a
9 thousand, but I don't know for sure.

10 Q So it's fair to say that you did not keep a
11 receipt for this purchase?

12 A That is fair to say.

13 Q Do you know when you disposed of it?

14 A Nope.

15 Q Ms. Terry, do you recall if you paid taxes on the
16 purchase of this television?

17 A I imagine that I did, yes.

18 Q Do you recall what taxes? Was it sales tax?

19 A I imagine, yeah.

20 Q Do you remember what percent sales tax was applied
21 to the purchase of the television?

22 A I don't remember.

23 Q Do you recall if the Toshiba television was on
24 sale when you purchased it?

25 A I do not recall that it was on sale, and I don't

1 recall that it wasn't on sale.

2 Q So you just don't remember either way?

3 A No.

4 Q Do you recall --

5 MR. McALLISTER: This is
6 Aaron McAllister. I just want to make a
7 standing objection, vague and ambiguous as to
8 which Toshiba entity.

9 MR. PAPALE: He made an objection
10 for the record. We don't have to worry about
11 it right now.

12 Q So, Ms. Terry, the television that is the basis of
13 your claims today, you don't recall if it was on
14 any promotion The Village was offering any sort of
15 promotion?

16 A I do not recall.

17 Q Was there my manufacturer's rebate?

18 A Not that I remember.

19 Q Was there any rebate offered from The Village?

20 A Not that I remember.

21 Q You mentioned that you still own this television.
22 Is it still working?

23 A It is.

24 Q And where is it located physically?

25 A In the same spot it found itself when it came to

1 my home.

2 Q Okay. Do you recall whether there were any
3 warranties that were offered with the purchase of
4 this television?

5 A My recollection is that it was just the
6 manufacturer's warranty. I did not purchase
7 anything beyond that.

8 Q And --

9 A That's my recollection.

10 Q Okay, sorry, excuse me. I didn't mean to talk
11 over you. And The Village didn't offer any sort
12 of extended warranty?

13 A Not that I recall. Or maybe they did and I just
14 didn't accept it. But I don't recall a specific
15 warranty offered by The Village.

16 Q Okay. Ms. Terry, do you know if the television
17 that you purchased contained a CRT?

18 A It does.

19 Q And how do you know that?

20 A Because I took the back off my television and
21 there it is.

22 Q And was that the first time you'd seen a CRT?

23 A Yes.

24 Q And who manufactured the CRT inside the
25 television?

1 A I believe Toshiba.

2 Q So I'm going to hand you --

3 MS. CHIU: We only have one copy of
4 this so could you mark this exhibit.

5 (Exhibit No. 430 marked for
6 identification)

7 Q So, Ms. Terry, I'm handing you a set of documents
8 that has been marked as Exhibit No. 430.

9 MS. CHIU: I apologize. We only
10 have one copy of this document.

11 Q Do you recognize these pictures?

12 A I do.

13 Q What are these pictures of?

14 A The stickers and tags on the back of my
15 television.

16 Q And when you say "the back" of your television, do
17 you mean the back when it's fully assembled?

18 A No. I'm sorry. The inside of the back of my
19 television is what this one is.

20 Q So let's go through page by page. These aren't
21 Bates numbered, so the first --

22 MR. PAPALE: Do you want to number
23 them? Do you want to just go 1, 2, 3, 4, 5
24 or whatever they are?

25 MS. CHIU: Why don't we mark each

1 page a different exhibit.

2 Q So let's start with Exhibit 430. Could you tell
3 me what that is a picture of.

4 A The code -- what do you call those -- the scanning
5 code, whatever, that was on the back of the inside
6 of my television, and then part of another sticker
7 that was on the back of the inside of my
8 television.

9 Q Do you mind if I just take a look at that?

10 And when you say the inside of your
11 television, you unscrewed the back of your
12 television; is that right?

13 A I did.

14 Q And was this sticker on the piece that you
15 unscrewed off, or was it somewhere else on the
16 television?

17 A I believe it was on the back of the inside of my
18 television, not on the cover, on the back of the
19 television itself.

20 Q Was it on the cathode ray tube?

21 A No.

22 Q So it was on some part of the case of the
23 television?

24 A Yes. The back of the television. Yeah. I
25 believe.

1 Q Okay.

2 A I have to go home and look.

3 Q Let's mark this next one. If we could put the
4 exhibit number like here so it doesn't mark the
5 text.

6 (Exhibit No. 431 marked for
7 identification)

8 Q So, Ms. Terry, we've just marked the second
9 picture as Exhibit No. 431. Have you seen this
10 photograph before?

11 A Yes.

12 Q And what is this a photograph of?

13 A A sticker on the inside of the back of my
14 television.

15 Q And did you take this photograph?

16 A I did. You know, can I see all of the
17 photographs? Because I might be able to tell you
18 which ones were on the back of the inside cover
19 more easily.

20 That's the inside of the television itself.
21 This is like right there. And this is on the base
22 of the tube. So this could have been --

23 MR. PAPALE: When you say "this,"
24 you have to say what number it is.

25 A No. 431, it's either on the inside of the back

1 cover of my television or it's on the back of the
2 television. Do you understand?

3 Q I think I understand. It's not on the tube; is
4 that right?

5 A I don't think it's on the tube, no.

6 Q And so Exhibit No. 431, could you just read for me
7 what brand is indicated at the top of the label?

8 A Toshiba.

9 Q And all it says is "Toshiba"; is that correct?

10 A Yes.

11 Q And then there's a serial number or some sort of
12 model number next to it that says A90AHH50X02; is
13 that correct?

14 A Yes.

15 Q And so it's your recollection that this photograph
16 is of a sticker that is not on the cathode ray
17 tube but somewhere on the television set?

18 A It is. But this appeared twice on two different
19 stickers on the television, and I recall that on
20 one of the stickers it referred to the tube.
21 Somehow I thought that this was in reference to
22 the tube.

23 Q And when you say "this"?

24 A This No. A90AHH50X02 and a V in parentheses.

25 "Cathode ray tube employs integral implosion" --

1 something or other -- "replace with a cathode ray
2 tube of the same type for continued safety."

3 So I believe that this number refers to the
4 tube. I don't think it was on the tube, but it
5 refers to the tube.

6 Q Okay. All right.

7 MS. CHIU: So let's go ahead and
8 mark the next photograph as Exhibit 432.

9 (Exhibit No. 432 marked for
10 identification)

11 Q So, Ms. Terry, we've just handed you an exhibit
12 that's been marked as Exhibit 432. It's another
13 photograph. Have you seen this photograph before
14 today?

15 A I have.

16 Q And did you take this picture?

17 A I did.

18 Q Can you tell us what this picture is of?

19 A My understanding is this is the tube.

20 Q Okay. And how do you know that?

21 A It was described to me that when I opened the back
22 of my television, that this is what a cathode ray
23 tube would look like.

24 Q And who told you that?

25 A My attorney. Or Molly Scott, the legal assistant,

1 I think is the one who described that to me.

2 Q And that's in Mr. Mansfield's office; is that
3 correct?

4 A Correct.

5 Q And from the picture there's nothing indicating
6 that this is -- it doesn't say "Toshiba" or
7 anything else on this picture?

8 A Not on this picture, no.

9 Q But you're telling us that you took the back off
10 the television that says Toshiba on the front and
11 that's what you saw inside?

12 A Uh-huh, yes. I'm so sorry, yes.

13 Q You can set that one down.

14 MS. CHIU: So let's mark the next
15 photograph as Exhibit 433.

16 (Exhibit No. 433 marked for
17 identification)

18 Q So, Ms. Terry, I've just handed you a photograph
19 that's been marked Exhibit 433. Do you recognize
20 this document?

21 A I do.

22 Q Did you take this photograph?

23 A I did.

24 Q And what is it a photograph of?

25 A This is a photograph of the sticker that is on the

1 inside of the back of the television on the
2 bottom.

3 Q And when you say the back of your television,
4 perhaps you can help me understand better, is it
5 the case, the back of the case that you took off,
6 or is it somewhere else?

7 A No, it's not on the cover, the case. It's on the
8 actual television on the back of the inside of the
9 television. So it actually was down there.

10 Q So on the base section of the television?

11 A Yes.

12 Q And if you could just -- I'm sorry.

13 A No.

14 Q And the sticker on the picture in Exhibit 433 says
15 Model No. CX36G60; is that correct?

16 A Correct.

17 Q And it says Chassis No. TAC 9720; is that right?

18 A Yes.

19 Q Do you know if that's the model number for the
20 television or of the tube?

21 A I don't know.

22 Q And then it says underneath, "Manufactured:
23 March 1998"; is that correct?

24 A Yes.

25 Q And then the sticker reads, "Place of Manufacture

1 Toshiba America Consumer Products, Incorporated,
2 in Lebanon, Tennessee, zip code 37087." Is that
3 correct?

4 A Yes.

5 Q And then there's a serial number at the bottom of
6 the sticker that says 92567585; is that right?

7 A Yes.

8 Q Okay. You can set that aside.

9 MS. CHIU: Let's mark this as the
10 next exhibit.

11 (Exhibit No. 434 marked for
12 identification)

13 Q So I'm handing you what's been marked as
14 Exhibit No. 434, which is another photograph. Do
15 you recognize this photograph?

16 A I do.

17 Q And did you take this photograph?

18 A I did.

19 Q And just for the record, all these photographs
20 that we've introduced today, you took those
21 pictures for the purposes of this litigation; is
22 that correct?

23 A Yes.

24 Q Okay. Can you tell us what this is a picture of?

25 A This is the back of the inside of my television.

1 Q So after you removed the cover of the television
2 set; is that right?

3 A That's right.

4 Q And let's see. Could you point out for me where
5 the tube is.

6 A This is the tube (indicating).

7 MS. CHIU: And I'll just represent
8 for the record that the witness is pointing
9 to the center of the photograph.

10 Q Okay. You can set that aside.

11 (Exhibit No. 435 marked for
12 identification)

13 Q Ms. Terry, I'm handing you what's been marked as
14 Exhibit 435, which is another photograph. Do you
15 recognize this photograph?

16 A I do.

17 Q And did you take this photograph?

18 A I did.

19 Q Can you tell us what it is a picture of?

20 A The sticker that was on the base of the tube close
21 to the back of the television.

22 Q Okay. And if you could just -- I'm going to read
23 for you the sticker. It says YS-59790. Did I
24 read that correctly?

25 A Yes.

1 Q And do you have any idea what that number refers
2 to with respect to the tube or the television?

3 A No.

4 Q You can just set that aside.

5 Okay. So, Ms. Terry, do you know who
6 manufactured the television that you purchased
7 from The Village?

8 A Toshiba.

9 Q Okay. And do -- how do you know that?

10 A It says it on my television and on my owner's
11 manual.

12 Q So the owner's manual is a Toshiba branded owner's
13 manual?

14 So what was your answer to that question?
15 The owner's manual is a Toshiba branded owner's
16 manual?

17 A Yes.

18 Q And when you say that it says Toshiba on your
19 television, where are you referring to on the
20 television that it says Toshiba?

21 A It says it on the stickers on the back of the
22 inside of my television, and I believe that it
23 says it on the front of the television as well.
24 Because I knew I bought a Toshiba television
25 before I unscrewed the back of it and took it off

1 and saw the sign that said Toshiba.

2 Q And just for the record, if you look at the first
3 page of Exhibit 429, which is CRT 000017, is that
4 what you're referring to where it says Toshiba?

5 A There it is, yes.

6 Q And do you know how much the manufacturer of the
7 television, Toshiba, paid for the CRT tube that's
8 inside it?

9 A No.

10 Q Do you know where the manufacturer purchased the
11 CRT tube that's inside it?

12 A No.

13 Q When you purchased this television, were there any
14 features that were particularly important to you?

15 A The size. I needed to fill a space.

16 Q And what about the picture quality?

17 A That was -- I mean, I assumed that a television
18 would have the quality that would be satisfactory
19 to me. I'm not television savvy in terms of I
20 want this picture in a picture or this or that. I
21 just wanted a television.

22 Q Did you look at a floor model of this television
23 before you purchased it?

24 A Yes.

25 Q And was that at The Village?

1 A Yes.

2 Q And you were satisfied with what the picture
3 looked like before you purchased it?

4 A Yes.

5 Q And was the television you purchased a new one or
6 was it a model, floor model?

7 A I believe it was a new television.

8 Q Okay. So the only feature that was really
9 important to you was the size of the screen, is
10 that correct, or I'm sorry, maybe -- was it the
11 size of the screen or the size of the entire
12 television set?

13 A The size of the screen and the television set and
14 that it was a color television.

15 Q Okay. Were there other brands of televisions that
16 were for sale that were of the same size as the
17 one that you eventually purchased?

18 A I believe there were.

19 Q And what factors led you to select this Toshiba
20 television as opposed to another one?

21 A I do not recall.

22 Q Was it important to you that it was the Toshiba
23 brand television?

24 A No.

25 Q Was it important to you that the television had a

1 CRT inside of it?

2 A No.

3 Q Did you consider at the time purchasing a
4 television that used another type of technology,
5 for example, TFT-LTC?

6 A No.

7 Q And why not?

8 A Because I couldn't afford to buy a TV like that.

9 Q And why did you purchase this television set from
10 The Village?

11 A Why did I purchase the television set or why did I
12 purchase it from The Village?

13 Q Why did you purchase it from The Village?

14 A Because it was a local business and they had
15 televisions and I needed a television, and so I
16 went there.

17 Q Did you shop around at any other stores?

18 A I did not.

19 Q Did you look around online at all?

20 A Absolutely not.

21 Q Do you recall what other brands of CRT televisions
22 were available at The Village when you purchased
23 this set?

24 A Not specifically, no.

25 Q Did you speak with a salesperson when you made the

1 purchase?

2 A Yes.

3 Q About how long did you speak with that
4 salesperson, if you recall?

5 A I don't recall. But I can tell you that I went to
6 buy a television, and I left having purchased a
7 television. So it wasn't like I had gone in, I
8 went home and thought about it, no.

9 Q So the day that you walked into The Village and
10 spoke with a salesperson was the day that you
11 walked out with a television?

12 A That is true.

13 Q Did you discuss the television quality with the
14 salesperson?

15 A I imagine I did, yes.

16 Q But you don't recall for sure?

17 A Nothing specific, no.

18 Q Did you negotiate a price that you paid, or was it
19 the actual price that was listed on the set?

20 A I believe that I paid the price that was listed on
21 the tag on the set.

22 Q Did The Village deliver the television to you?

23 A Yes.

24 Q Did they do that for free, or did you pay for
25 that?

1 A I don't recall.

2 Q Did they set it up for you?

3 A What do you mean by "set it up"?

4 Q Did they plug it into your cable and set it up on
5 your furniture or anything like that?

6 A I don't believe so.

7 Q Do you think that the Toshiba television that you
8 purchased, was it for sale at other stores?

9 A I don't know. I imagine.

10 Q But you didn't check around?

11 A No.

12 Q Did you look at any advertisements from
13 The Village before you went in to buy the
14 television?

15 A No.

16 Q And you didn't consult anything like consumer
17 reports or anything like that before you bought
18 the television?

19 A I did not.

20 Q Do you know where The Village purchased the
21 television that you eventually bought?

22 A I do not.

23 Q Do you know how much The Village paid for the
24 television you bought?

25 A No.

1 Q Do you know when The Village purchased the
2 television?

3 A No.

4 Q Did The Village offer a low price guarantee?

5 A Not that I recall.

6 Q Do you recall if the price went down or was
7 reduced after you bought the television?

8 A I have no idea.

9 Q So previously you estimated that the cost of the
10 TV that you bought was about \$600 to a thousand
11 dollars?

12 A Yes.

13 Q Do you know how much of that cost can be
14 attributed to the cost of the CRT that's inside
15 the television?

16 A I do not.

17 Q Did the television come with any accessories?

18 A A remote control.

19 Q Was it part of a bundle? Was there a VCR player,
20 a DVD player that came with it?

21 A Not that I recall, no.

22 Q Were there any feature discounts or incentives
23 that were offered either by the manufacturer of
24 the television or by The Village?

25 A Not that I recall.

1 Q Have you been happy with the product, with the
2 television?

3 A Sure.

4 Q Any complaints about its quality or its
5 performance over the past 20 years almost?

6 A It's getting old. It's not as clear. The picture
7 isn't as clear as it once was.

8 Q But in, let's say, the first ten years of your
9 owning that television, it performed as you
10 expected it to?

11 A Yes.

12 MS. CHIU: So we've gone for about
13 an hour right now. Maybe we can take a short
14 break if that would be okay.

15 MR. PAPALE: Sure.

16 MS. CHIU: Let's just go off the
17 record for five, ten minutes.

18 (Recess)

19 By Ms. Chiu: (Continuing)

20 Q So, Ms. Terry, before we start again, I just want
21 to remind you that you are under oath.

22 A Yes.

23 Q So, Ms. Terry, is it fair to say that retailers of
24 televisions competed for business -- competed with
25 each other for business of customers; is that

1 fair?

2 MR. PAPALE: Let me just say as an
3 objection that competition or the use of the
4 word "competition" is a term of art, legal,
5 and probably calls for a legal conclusion.
6 But beyond that, you can go ahead and answer.

7 The question.

8 A And ask the question again.

9 Q Sure. Do stores that sell televisions --

10 A Yes.

11 Q -- do they compete for business with each other?

12 A That's my understanding.

13 Q Do you know if stores offered incentives or other
14 promotions to customers to get them to buy
15 products from their stores?

16 A Yes, that happens.

17 Q And could you give us some examples of some
18 promotions or sales that you might be aware of?

19 A Fliers that you see in the newspaper or ads on
20 television that offer, you know, special prices or
21 conditions for buying something.

22 Q And is it your understanding that stores offer
23 that during the time period 1995 to 2007?

24 A I'm sure they did.

25 Q Have you ever acquired a television or computer

1 that does not contain a CRT during the time period
2 1995 to 2007?

3 A No.

4 Q So you don't have a flat screen computer screen or
5 anything like that?

6 A No.

7 Q Now, you mentioned earlier -- you testified
8 earlier, Mrs. Terry, that you didn't really shop
9 around other than walking to The Village to
10 purchase a television; is that right?

11 A That's right.

12 Q When you purchased the television from
13 The Village, did you think you got a competitive
14 price?

15 MR. PAPALE: Again, same objection
16 as to the use of the word "competitive."

17 But go ahead.

18 A I don't know if it was competitive. I didn't
19 compare it to anything else. I just knew that it
20 was in the range of my ability to pay.

21 Q Did you think it was a fair price?

22 A Yes.

23 Q Do you think that you paid a fair price today?

24 A I don't know if I paid a fair price today given
25 the fact that there's a question about the cathode

1 ray tube's cost as part of the cost of that
2 television. No, I don't know.

3 Q So the reason that you don't know is because of
4 the issues that are in dispute in this litigation;
5 is that right?

6 A That's correct.

7 Q Do you think you might have gotten a better deal
8 on your television if you bought it somewhere
9 besides The Village?

10 A No, not necessarily. I don't know.

11 Q You don't know, okay.

12 A I don't know.

13 Q Do you believe today that you paid more than you
14 should have for your television?

15 A Yes.

16 Q Do you know how much?

17 A No.

18 Q So you don't know what the product should have
19 cost you?

20 A I don't.

21 Q Now, is it your understanding that the cathode ray
22 tube inside your television, you allege that it
23 was price fixed; is that right?

24 A That's right.

25 Q Do you know if the entire difference in price was

1 passed on to you, the purchaser of the television?

2 A Yes. I assume. I understand that it was, that
3 the price I paid for the television reflected
4 100 percent of the cost of that tube.

5 Q So -- but my question wasn't about the cost of the
6 tube.

7 A Oh, the cost of the television, I'm sorry.

8 Q So let's start over again. So you allege that the
9 cathode ray tube inside your television was price
10 fixed; is that right?

11 A That's right.

12 Q And that means that it was more expensive than it
13 should have been; is that right?

14 A That's right.

15 Q And so the difference in the price of what it
16 should have been versus what it actually cost --

17 A Uh-huh, yes.

18 Q -- was that entire difference passed on to you,
19 the purchaser of the television?

20 A That's what I believe, yes.

21 Q And what's the basis for that belief?

22 A The information that my attorneys have provided
23 for me.

24 Q And what do you think is the total amount that you
25 were damaged as a result of the alleged activity

1 in this case?

2 A Are you asking for a dollar figure?

3 Q Yes.

4 A I have no idea.

5 Q Do you have any idea how you get to that dollar
6 figure?

7 A No. I would have to rely on experts to do that.

8 Q How much do you expect to receive if you win this
9 case?

10 A I expect to be compensated for the difference
11 between the amount of money I paid and the amount
12 of money I should have paid.

13 Q Do you think everyone in the class is going to get
14 the same amount?

15 A I don't know. Everybody paid different amounts of
16 money for their televisions, I imagine.

17 Q Ms. Terry, do you know if televisions or computer
18 monitors containing CRTs are sold today?

19 A I'm not sure.

20 Q Do you remember the last time that you saw a
21 television or computer monitor containing a CRT
22 for sale?

23 A I'm sure I saw that. With my eyes did I register
24 it and pay any attention to that? No. I don't
25 know.

1 So I don't know the last time I looked at a
2 television in the store and said, oh, there's a
3 CRT. So no, I don't recall.

4 Q So you don't know if they're actually sold today?

5 A I don't know.

6 Q Ms. Terry, you are a class representative for the
7 indirect purchaser plaintiffs in this case; is
8 that right?

9 A That's right.

10 Q And the defendants in this case include my
11 clients, the Hitachi defendants, as well as a
12 number of other defendants; is that correct?

13 A That's my understanding.

14 Q So can you explain to me in your own words what
15 your responsibilities are as a class
16 representative?

17 A Okay. So I need to communicate with my attorneys
18 and understand the case to the best of my ability.
19 I need to provide any documentation that I had
20 regarding my television and this case. And I need
21 to provide this deposition. And then I need to be
22 available for trial.

23 Q And, Ms. Terry, can you describe -- when I say the
24 indirect purchaser plaintiffs, what does that mean
25 to you?

1 A My understanding is that indirect purchasers are
2 people who did not purchase the tube but purchased
3 the end product, the television, the computer
4 screen that contained the tube.

5 Q Are you entitled to any compensation for serving
6 as a class representative?

7 A I don't know if I'm entitled to that. I
8 understand that's happened before, but I have no
9 expectation that that will happen.

10 Q Were you promised anything for participating as a
11 class representative?

12 A No.

13 Q I would like to show you a document that was
14 previously marked as Exhibit 11. And this is
15 "indirect purchaser plaintiffs' third consolidated
16 amended complaint."

17 Do you recognize this document?

18 A I've seen lots of documents like this, documents
19 about the complaint. And it's changed over time.
20 So I've had the first one, the second one, the
21 third. I've seen them all. Yes, I recognize
22 this.

23 Q And so this one is dated December 11th, 2010, and
24 it's the third consolidated complaint in this
25 case. Do you recall seeing this document before

1 it was filed?

2 A No.

3 Q But you've seen --

4 A I don't know if it was before it was filed or
5 after it was filed, but I've seen this document.

6 Q And you saw it before today?

7 A Sure, yes.

8 Q Sometime before today?

9 A Yes.

10 Q Were you involved in drafting this complaint?

11 A No, not directly. I provided information about my
12 situation, but I did not.

13 Q And do you recall what information you provided
14 about your situation?

15 A Yes. That I purchased a television between 1995
16 and 2007, and that it contains a CRT, and that I
17 tried to find receipts about payment -- for
18 payment, and now these pictures of the television.

19 Q Okay. So, Ms. Terry, did you have any input in
20 deciding who the defendants would be that are
21 named in this complaint?

22 A No.

23 Q Do you have any personal knowledge of the
24 allegations in this complaint?

25 A What do you mean?

1 Q Do you know firsthand any of the allegations?

2 A Not firsthand, no.

3 Q And where did you get that information?

4 A From my attorneys.

5 Q So, Ms. Terry, when did you conclude that you had
6 been overcharged, allegedly, by the defendants in
7 this matter?

8 A I was convinced that I was overcharged when I read
9 the interrogatories and saw sentences that said
10 that these companies met together at a table and
11 talked about fixing prices.

12 Q And when you said "the interrogatories," whose
13 interrogatories are you talking about?

14 A It was Samsung and Toshiba, if I remember
15 correctly.

16 Q And when did you see those interrogatory
17 responses?

18 A I could look and see when I signed the
19 verification, but I want to say it was it in
20 February of 2011? Is that when I -- I don't know.
21 I'd have to look and see when I signed those.

22 So this one says July 14th of 2010, right,
23 "Verification Federal Rules of Civil Procedure
24 Rule." This is not -- I don't know. I'm not sure
25 of the date.

1 Q Okay. So I just wanted to clarify. The
2 verifications that we looked at previously, those
3 are verifying your responses to questions
4 defendants had about your purchases; is that
5 right?

6 A That's my understanding, yeah.

7 Q So then are those the interrogatory responses that
8 you are saying convinced you that there had been
9 an alleged conspiracy in this matter?

10 A That's my understanding in this matter, yes. That
11 this is -- yes.

12 I have to tell you this is all very -- the
13 format of these documents, these are not familiar
14 to me in the sense that I work with these on any
15 regular basis. So forgive me here, I'm looking
16 through stuff I don't -- I don't have a real
17 frequent experience with these documents. That's
18 the fact of it all.

19 Q That's okay. So I just want to clarify. You
20 mentioned there are interrogatory responses you
21 looked at that made you feel or made you believe
22 that there had been a conspiracy?

23 A Yes, yes.

24 Q Is it possible that those are interrogatory
25 responses from somebody other than yourself, so

1 not your own answers but someone else's answers?

2 MR. PAPALE: I'm not sure what you
3 mean, Michelle.

4 A I don't know what you --

5 Q So let's step back. These interrogatory responses
6 we entered today, those are plaintiffs' responses
7 to defendants' questions; is that correct?

8 A Yes.

9 Q So are you saying that based on plaintiffs'
10 responses to defendants' questions you believe
11 that there is a conspiracy?

12 A And it was the complaint that I read.

13 Q The complaint?

14 A Yes.

15 Q So not interrogatories; complaint.

16 A I'm not sure because I don't know exactly --

17 Q Which document it was?

18 A Thank you. I don't know which document I read it
19 in. But I've read the complaint and I've read the
20 interrogatories, and there's a lot of legal
21 language in there that's very unfamiliar for me.
22 But in my reading, I came across this.

23 Q Okay.

24 A And so that's my understanding.

25 Q So maybe I can clarify this way. You, based on

1 reading documents filed in this litigation --

2 A Thanks.

3 Q -- you believe -- that's how you came to believe
4 that there was a conspiracy?

5 A Yes.

6 Q But it's not something that you knew of outside of
7 this litigation?

8 A No.

9 Q Thank you.

10 A Thank you. I'm sorry that it's --

11 Q That's fine. You are not a lawyer. You're not
12 supposed --

13 A Thanks.

14 Q -- to be familiar with these documents.

15 A I am not.

16 Q So you mentioned that you don't recall exactly
17 when you saw this document that was previously
18 marked as Exhibit No. 11, but it was sometime
19 before today?

20 A Yes.

21 Q That's the Third Amended Complaint.

22 A Yes.

23 Q And you said that it was based on information you
24 received from your attorneys that you understand
25 is where these allegations came from; is that

1 right?

2 A Yes.

3 Q So do you know what evidence there is, or can you
4 tell me what evidence you know of regarding the
5 defendants' involvement in this alleged
6 conspiracy?

7 A Well, not firsthand. I mean, I certainly don't
8 have personal information. But I understand from
9 my attorneys that Samsung pled guilty to this, and
10 that -- is it Chunghwa? Am I saying the name of
11 that corporation correctly?

12 Q Uh-huh.

13 A -- settled for a lot of money to avoid, you know,
14 further proceeding with this. So that's all I
15 know.

16 Q Okay. And so other than information you received
17 from your attorneys, you don't have any other
18 evidence regarding these allegations?

19 A I do not.

20 Q Now, I'd like to -- if you could put
21 Exhibit No. 11 in front of you. It's the really
22 large document.

23 A Let's see. Yes, okay.

24 Q That one. Now, if you could turn to page 9 for
25 me. And so this is Section V. It says

1 "Defendants." And from paragraph 51 to about
2 paragraph 103, there are a variety of companies
3 that are listed as defendants; is that correct?

4 A LG Electronics. Is that what I'm seeing?
5 Philips Electronics. Am I reading this correctly?

6 Q Right. I just --

7 A Okay, yeah.

8 Q And I'll represent to you that the defendants
9 listed goes into paragraph 104 on page 24 of the
10 document.

11 A Okay.

12 Q Now, is it your understanding that these are all
13 the manufacturers of cathode ray tubes that there
14 were in the world?

15 A I don't know.

16 Q Is it possible that there are other companies that
17 manufactured CRTs that may not be listed as
18 defendants here?

19 A I imagine that's possible. I don't know.

20 Q And do you know why some companies are named here
21 and some are not?

22 A No.

23 Q And is it your belief that all of the companies
24 named in this complaint from paragraph 51 to 104
25 were involved in the alleged conspiracy?

1 A That would be my understanding.

2 Q And what is that understanding based on?

3 A Information from my attorneys.

4 Q So flipping a few pages before, starting at
5 paragraph 19 which appears on page 5, you see a
6 Section IV, Plaintiffs. Do you see that?

7 A I do.

8 Q And then starting with paragraph 19 it lists a
9 number of names who are plaintiffs in this
10 complaint. Do you see that?

11 A I do.

12 Q Do you know any of these other plaintiffs that are
13 listed? And you can flip through all of those
14 names.

15 A I can tell you without even looking that I don't
16 know any of them. I think I was introduced to
17 someone when I was in Mr. Mansfield's office.

18 Q Do you know who that was?

19 A No. A man.

20 Q Do you know what state that person represented?

21 A I don't for sure, but now I look at paragraph 33
22 and I see David Norby is a Minnesota resident, and
23 so I wouldn't be surprised if that was the person
24 that I met.

25 Q But you don't know for sure?

1 A I do not.

2 Q So you've never spoken with any of these
3 individuals?

4 A No.

5 Q Other than Mr. Norby, who you may have met
6 previously?

7 A Who I said hello to.

8 Q Okay. So if you could turn to paragraph 1 of this
9 complaint which appears on page 1, it reads that,
10 "Plaintiffs bring this antitrust class action on
11 behalf of individuals and entities that indirectly
12 purchased cathode ray tube products (as further
13 defined below) in the United States from
14 Defendants, their predecessors, any subsidiaries
15 or affiliates thereof, or any of their unnamed
16 co-conspirators, during the period beginning at
17 least as early as March 1, 1995, until at least
18 November 25th, 2007 (the Class Period)."

19 Did I read that correctly?

20 A Yes.

21 Q Do you know why the class period is being alleged
22 as March 1, 1995, until November 25th, 2007?

23 A No.

24 Q So then I'd like you to turn to page 35. I'm
25 sorry. Page 34. And at the bottom of that page

1 is paragraph 150. And that paragraph reads -- I'm
2 going to read just the first part of this
3 paragraph which goes on to page 35. It says, "The
4 agreements reached at the Glass Meetings included
5 agreements on CRT product prices, including
6 establishing target prices, bottom prices, price
7 ranges, and price guidelines." That's 150-a.

8 Did I read that correctly?

9 A Yes.

10 Q Do you have any personal knowledge of these
11 alleged glass meetings?

12 A I have no personal knowledge.

13 Q And where did you get the information about these
14 meetings that led you to agree to including them
15 in this complaint?

16 A From my attorneys.

17 Q And is that the same as paragraph 150-j which is
18 on page 35; there are agreements to allocate
19 customers?

20 A Yes.

21 Q And for all of these subparagraphs of 150 you have
22 no personal knowledge; it's just information you
23 relied on from your attorneys; is that right?

24 A That's correct.

25 Q You can set this document aside. I'm going to

1 show you another document.

2 MS. CHIU: If we can mark this as
3 the next exhibit, please.

4 (Exhibit No. 436 marked for
5 identification)

6 Q I'm handing you what's been marked as
7 Exhibit No. 436. Do you recognize this document?

8 A Yes.

9 Q And this document is titled Class Action
10 Complaint, and the plaintiffs listed are
11 Brigid Terry, Anthony Gianasca, Brighid Flaherty,
12 and Bridget Ten Eyck; is that correct?

13 A Yes. But if this is Brigid Terry,
14 B-R-I-G-H-I-D --

15 MR. PAPALE: No, that's another
16 Brigid.

17 Q So you are one of the plaintiffs listed on this
18 document; is that right?

19 A Yes.

20 Q Do you recall seeing this document before today?

21 A Yes.

22 Q And when did you see it?

23 A I don't know.

24 Q Did you see it before it was filed?

25 A I don't know.

1 Q And so I'll represent to you on the top of this
2 document there's a header that reads case
3 3:08-CV-1559-SC, and it says filed March 21st,
4 2008; is that right?

5 A That's what it says.

6 Q So you don't recall if you saw this document
7 before March 21st, 2008?

8 A I don't recall. I'm sorry.

9 Q And just as a reminder. I need to finish my
10 question first --

11 A I know. I'm sorry.

12 Q -- before you start answering. But that is your
13 name listed as the first plaintiff; is that
14 correct?

15 A Yes. I was distracted by the other spelling, and
16 yes, that's me.

17 Q There are apparently three Brigids on this
18 complaint.

19 A I see that.

20 Q You are not the only Brigid on this complaint.
21 And did you read this document before today?

22 A I looked at this document.

23 Q Do you recall reading it -- reading it or looking
24 at it?

25 A I did not read it word for word.

1 Q Do you know what the differences are between this
2 complaint in Exhibit 436 and the allegations in
3 Exhibit No. 11?

4 A I do not know those specific differences. I would
5 absolutely rely on my attorneys to know those
6 differences.

7 Q Okay. So, Ms. Terry, you indicated previously --
8 or you testified previously that you -- based on
9 information filed in this case, you believe
10 defendants were participating in a conspiracy; is
11 that right?

12 A Yes.

13 Q Did you believe that before you first filed a
14 complaint in this case?

15 A I didn't know about this before I learned that
16 there was a complaint.

17 Q So this is your name on this complaint; is that
18 right?

19 A Yes.

20 Q And your attorneys filed this complaint on your
21 behalf; is that your understanding?

22 A Yes.

23 Q So sometime before March 21st, 2008, did you have
24 an understanding that you believe that the
25 defendants have engaged in a conspiracy; is that

1 right?

2 A Yes.

3 Q And so that was before March 21st, 2008?

4 A Yes.

5 Q Okay, all right. You can set that aside.

6 Actually, I do have -- I'm sorry. I do have
7 a couple questions about the smaller complaint,
8 Exhibit 436. Were you involved in drafting the
9 complaint at all?

10 A Not directly.

11 Q I just wanted to turn your attention to paragraph
12 63 of that document, which is on page 17. And at
13 paragraph 63 reads, "CRT products are
14 commodity-like products which are manufactured in
15 standard sizes. One defendant's CRT product for a
16 particular application, such as a particular size
17 television set or computer monitor, is
18 substitutable for another's. Defendants sell and
19 plaintiffs' (and Class members) purchases CRT
20 products primarily on the basis of price."

21 Did I read that correctly?

22 A You did.

23 Q Do you have personal knowledge of this allegation?

24 A Not personal knowledge, no.

25 Q And upon what information did you rely to agree to

1 include this allegation?

2 A My attorneys.

3 Q Did you rely upon your attorneys for all of the
4 allegations in this individual complaint?

5 A Yes.

6 Q So you don't have personal knowledge of any of the
7 allegations inside of it?

8 A I do not.

9 Q Now you can set it aside.

10 Ms. Terry, I just wanted to ask you: Going
11 back to the television that you purchased that's
12 the basis of these claims, did you fill out any
13 warranty information or manufacturer's warranty
14 card?

15 A Not that I recall.

16 Q Do you remember if there was one in the box?

17 A I think there was. I do believe that there was.

18 Q And you just don't recall if you filled it out or
19 not?

20 A That's correct.

21 Q At this time I'd like to ask you if you have any
22 answers to questions that you needed to supplement
23 or needed to change or something you forgot that
24 you need to mention.

25 A No.

1 MS. CHIU: Okay. Then I am done
2 with the deposition now unless counsel has
3 any questions.

4 MR. PAPALE: I have none, but we
5 should ask the people on the phone.

6 MS. CHIU: So counsel on the phone,
7 we'd like to know if you have any questions
8 for the witness at this time.

9 MR. MALAISE: This is
10 Chuck Malaise. No questions here.

11 MR. McALLISTER: No questions here
12 either.

13 MR. FEDER: This is Kevin Feder. I
14 do have a quick question for the witness.

15
16 EXAMINATION

17 By Mr. Feder:

18 Q Ms. Terry, you referred to Samsung in a couple of
19 your answers today; do you recall that?

20 A Yes.

21 Q And do you know the specific name of the Samsung
22 entity you were referring to in those answers?

23 A What do you mean by "specific Samsung entity"?

24 Q Well, let me ask you this question. You looked at
25 the complaint that was filed in this case in which

1 you're listed as a plaintiff; is that right?

2 A Yes.

3 Q And do you recall from looking at that complaint
4 that there was more than one Samsung entity listed
5 as a defendant in the case?

6 A Yes.

7 Q And in the answers you were referring to, do you
8 know which Samsung entity you were referring to?

9 A No.

10 MR. FEDER: Okay. Thank you.

11 That's all for me.

12 MS. CHIU: So I think we're
13 complete. We're done.

14
15 (adjourning at 5:40 p.m.)

16

17

18

19

20

21

22

23

24

25

Brigid Terry

[illegible]

3 I, Taunia Northouse, a Registered Diplomate Reporter
4 and Notary Public duly commissioned and qualified in and
5 for the State of Wisconsin, do hereby certify that
6 pursuant to notice, there came before me on the 17th day
7 of October 2012, at 4:05 in the afternoon, at the
8 America's Best Value Inn and Conference Center,
9 3900 Milton Avenue, the City of Janesville, County of
10 Rock, and State of Wisconsin, the following named
11 person, to wit: BRIGID TERRY, who was by me duly sworn
12 to testify to the truth and nothing but the truth of her
13 knowledge touching and concerning the matters in
14 controversy in this cause; that she was thereupon
15 carefully examined upon her oath and her examination
16 reduced to typewriting with computer-aided
17 transcription; that the deposition is a true record of
18 the testimony given by the witness; and that reading and
19 signing was not waived.

20 I further certify that I am neither attorney
21 or counsel for, nor related to or employed by any of the
22 parties to the action in which this deposition is taken
23 and further that I am not a relative or employee of any
24 attorney or counsel employed by the parties hereto or
25 financially interested in the action.

1 In witness whereof I have hereunto set my
2 hand and affixed my notarial seal this 19th day of
3 October 2012.

4
5
6 Registered Diplomate Reporter
7 Notary Public, State of Wisconsin

8 My commission expires
9 May 17, 2015
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A			
Aaron 5:5 40:6 ability 60:20 64:18 able 44:17 above-entitled 28:3 31:18 absolutely 54:20 78:5 accept 41:14 access 22:19,20 accessories 57:17 account 37:10 acquired 59:25 action 2:25 13:24 13:24 23:11 28:3 31:18 74:10 76:9 83:22,25 ACTIONS 1:8 activity 62:25 actual 48:8 55:19 additional 11:10 address 9:17,19 adjourning 82:15 ads 59:19 advertisements 56:12 affiliates 74:15 affixed 84:2 afford 54:8 afternoon 4:13 6:7 83:7 age 4:2 ago 6:24 agree 8:22 75:14 79:25 agreed 14:14 20:10 agreement 14:6,7,10 agreements 75:4,5 75:18 ahead 46:7 59:6 60:17 al 4:4 Alioto 13:25 14:6,9 allegation 79:23 80:1 allegations 66:24 67:1 70:25 71:18 78:2 80:4,7 allege 61:22 62:8 alleged 62:25 68:9 71:5 72:25 74:21 75:11 allegedly 67:6 allocate 75:18 ambiguous 19:23	40:7 amcallister@whi... 5:7 amended 3:3,5,7,9 23:22 26:4 28:4 65:16 70:21 America 25:7 30:2,9 31:20 49:1 America's 4:9 83:8 amount 62:24 63:11 63:11,14 amounts 63:15 another's 79:18 answer 7:17,20 8:16 8:25 9:12,13 13:18 51:14 59:6 answering 7:12 8:18 77:12 answers 26:11 69:1 69:1 80:22 81:19 81:22 82:7 Anthony 76:11 antitrust 1:4 74:10 anymore 37:6 apologize 42:9 apparently 77:17 APPEARANCES 5:1 appeared 45:18 appearing 4:16,20 4:23 5:3,6 appears 28:20 73:5 74:9 appliance 36:1 applicable 28:8,12 29:4 application 79:16 applied 39:20 approximately 21:11 35:18 art 59:4 aside 16:12 25:3,24 26:17 29:18 30:16 32:18,20 35:24 49:8 50:10 51:4 75:25 79:5 80:9 asked 24:21 25:17 asking 7:11 63:2 assembled 34:17 42:17 asserting 18:4 assistant 46:25 assume 7:13 62:2 assumed 52:17 Attached 3:12 attend 10:21	attention 63:24 79:11 attorney 3:17 4:15 4:18,22 5:2,5 13:12,23 14:19 15:6 16:8 20:3,17 20:19 21:1 23:5,6 38:9 46:25 83:20 83:24 attorneys 3:14 14:22 20:25 24:19 24:21 25:16 62:22 64:17 67:4 70:24 71:9,17 73:3 75:16,23 78:5,20 80:2,3 attributed 57:14 available 9:2 37:8 54:22 64:22 Avenue 4:10,23 9:18 83:9 avoid 8:3 71:13 aware 19:2 20:6 22:19,20 59:18 A25 2:10,13 26:25 28:24 A90AHH50X02 45:12 45:24	5:3,6 74:11 78:21 belief 28:14 32:1 62:21 72:23 believe 27:8 36:23 37:23 42:1 43:17 43:25 46:3 51:22 53:7,18 55:20 56:6 61:13 62:20 68:21 69:10 70:3 70:3 78:9,13,24 80:17 best 4:9 28:13 31:25 64:18 83:8 better 48:4 61:7 beyond 11:2,11 15:6 41:7 59:6 Bob 14:18 BOCKIUS 4:19 bottom 31:9 48:2 49:5 74:25 75:6 BOTTS 4:22 bought 51:24 56:17 56:21,24 57:7,10 61:8 box 37:22 80:16 brand 45:7 53:23 branded 51:12,15 brands 53:15 54:21 break 8:20,21,23,24 9:4 58:14 Bridget 76:12 Brighid 76:11 Brigid 1:18 2:3,12 2:14 4:1 6:1,17 16:1 28:25 31:16 76:11,13,16 77:20 83:11 Brigids 77:17 bring 15:2 22:12 74:10 bundle 57:19 business 36:3 54:14 58:24,25 59:11 buy 54:8 55:6 56:13 59:14 buying 59:21 B-R-I-G-H-I-D 76:14 B25 2:10,13 26:25
		B	
		B 2:7 back 2:22 17:22,24 20:10 28:23 33:23 34:8,9,10,11,13 34:16,17,17 35:13 41:20 42:14,16,17 42:18 43:5,7,11 43:17,18,24 44:13 44:18,25 45:1 46:21 47:9 48:1,3 48:5,8 49:25 50:21 51:21,25 69:5 80:11 BAKER 4:22 bank 24:11 37:7 base 44:21 48:10 50:20 based 69:9,25 70:23 73:2 78:8 basis 24:23 25:20 40:12 62:21 68:15 79:20 80:12 Bates 35:2 42:21 beginning 74:16 behalf 4:2,16,20,23	
			C
			C 4:14 cable 56:4 California 1:1 4:6 4:16,20 13:25 call 14:16 43:4

called 6:2 20:10 36:1	Chuck 81:10	76:10 77:18,20	25:19 26:15,16
calls 59:5	Chunghwa 71:10	78:2,14,16,17,20	27:11,12,13,14
car 10:11	City 4:11 83:9	79:7,9 80:4 81:25	28:12,14,15,18,25
card 24:13 36:14	Civic 10:14	82:3	31:25 32:5,12
37:2 80:14	Civil 31:6 67:23	complaints 58:4	33:17,18 34:19
cards 37:9	claim 18:4	complete 82:13	45:9,13 47:3,4
carefully 83:15	claiming 33:4	comprehensive 11:5	48:15,16,23 49:3
case 5:5 12:20,23	claims 18:3 40:13	computer 18:24	49:22 53:10 61:6
13:21 14:20 17:18	80:12	59:25 60:4 63:17	64:12 69:7 72:3
18:4 20:1 21:2,3	Claire 10:25	63:21 65:3 79:17	75:24 76:12 77:14
21:13 22:6,24	clarification 7:13	computer-aided	80:20
23:11,18,21 26:1	clarify 68:1,19	83:16	correction 7:20
29:25 33:4 34:10	69:25	concerning 83:13	correctly 14:3,4
34:11,12,16 38:4	class 2:25 13:14,16	conclude 67:5	28:9,18 32:2
43:22 48:5,5,7	13:19,20,22,24	conclusion 59:5	50:24 67:15 71:11
63:1,9 64:7,10,18	23:11 63:13 64:6	conditions 59:21	72:5 74:19 75:8
64:20 65:25 77:2	64:15 65:6,11	Conference 4:10	79:21
78:9,14 81:25	74:10,18,21 76:9	83:8	cost 57:9,13,14
82:5	79:19	consider 54:3	61:1,1,19 62:4,5
cash 36:12,20	clear 35:14 58:6,7	consolidated 3:3	62:7,16
cathode 1:4 17:21	clearly 7:25	65:15,24	counsel 9:10,14
18:1,16,18 19:5,9	clients 64:11	conspiracy 68:9,22	13:8,9,10,15,17
19:18 20:9 32:23	close 20:21 50:20	69:11 70:4 71:6	13:19,20 38:6
33:3 43:20 45:16	code 43:4,5 49:2	72:25 78:10,25	81:2,6 83:21,24
45:25 46:1,22	cognitive 11:7	conspired 18:6	County 4:11 10:20
60:25 61:21 62:9	collect 24:20	consult 56:16	83:2,9
72:13 74:12	college 10:21	consumer 18:8 22:14	couple 21:8 79:7
cause 83:14	color 53:14	22:16 49:1 56:16	81:18
center 4:10 50:9	comb 23:8	contact 14:15 21:5	court 1:1 4:6 7:8
83:8	come 57:17	contacted 20:9	7:23 8:8,14 15:17
certain 25:17 38:12	commencing 4:13	21:12,14,16	26:20
certainly 36:17	commission 84:8	contain 60:1	cover 43:18 44:18
38:11 71:7	commissioned 83:4	contained 41:17	45:1 48:7 50:1
certify 83:5,20	commodity-like	65:4	co-conspirators
change 80:23	79:14	containing 19:5	74:16
changed 65:19	common 20:20	32:23 33:3 63:18	credit 24:13 36:14
CHARLES 4:22	communicate 64:17	63:21	37:2,9
charles.malaise...	companies 19:8,10	contains 66:16	credits 11:2,10,12
4:24	19:16 67:10 72:2	continued 5:1 46:2	CRR 1:25
Chassis 48:17	72:16,20,23	Continuing 38:21	CRT 1:4 2:16,16,16
check 24:10,11	company 17:9,15	58:19	2:19 17:16,25
36:16 56:10	compare 60:19	contributed 30:12	18:6 19:3,4 35:2
checked 37:9	compensated 63:10	control 57:18	35:3,3 41:17,22
checking 37:10	compensation 65:5	controversy 83:14	41:24 52:3,7,11
childhood 17:7	compete 59:11	conversation 8:12	54:1,21 57:14
children 16:19	competed 58:24,24	12:6,9,10,11 13:3	60:1 63:21 64:3
Chiu 2:4 3:14,17	competition 59:3,4	convinced 67:8 68:8	66:16 75:5 79:13
4:18 6:6,11 15:10	competitive 60:13	copies 2:15 3:13	79:15,19
27:15 30:17 38:6	60:16,18	21:7	CRTs 17:16 18:21
38:14,20,21 42:3	complaint 2:25 3:3	copy 2:17,18,19,20	33:6 63:18 72:17
42:9,25 46:7	13:2 22:9 65:16	2:22,23 38:3,8,9	CRV 10:12
47:14 49:9 50:7	65:19,24 66:10,21	42:3,10	current 9:17
58:12,16,19 76:2	66:24 69:12,13,15	corporation 71:11	Curriculum 11:9
81:1,6 82:12	69:19 70:21 72:24	corporations 22:15	customers 58:25
	73:10 74:9 75:15	correct 10:6 25:18	59:14 75:19

CV-07-5944-SC 1:6 CX36G60 2:21 48:15	78:6 different 18:13,13 43:1 45:18 63:15 Diplomate 4:8 83:3 84:5 directly 66:11 79:10 disability 11:7 discipline 11:11 discounts 57:22 discuss 9:14 55:13 Discussion 11:17 Displays 2:9 4:3,4 15:25 disposed 39:13 dispute 61:4 distracted 77:15 district 1:1,1 4:5 4:6 16:16 17:10 DIVISION 1:2 divorce 6:22 23:15 divorced 37:17,18 docket 23:3 document 1:6 13:1 15:9,18,21,24 16:2 23:20 24:2,4 24:8,17 25:4,10 25:13,14,22,25 26:3,7,14,17,21 27:16,19,22 28:8 29:4 30:4 31:3,7 31:12 38:8 42:10 47:20 65:13,17,25 66:5 69:17,18 70:17 71:22 72:10 75:25 76:1,7,9,18 76:20 77:2,6,21 77:22 79:12 documentation 21:7 36:7 64:19 documents 11:22 12:8,17,18,24 22:25 23:17,25 24:7,18,19,22 25:8,12,17,20 26:24 27:4 29:14 29:22 30:22 37:21 42:7 65:18,18 68:13,17 70:1,14 doing 8:1 dollar 63:2,5 dollars 36:24 39:4 57:11 doubt 36:20 drafting 66:10 79:8	duly 6:2 31:16 83:4 83:11 DVD 57:20 D.C 4:23 5:3,6 D25 2:11 26:25 28:24	6:5 81:16 83:15 examined 83:15 example 18:17 54:5 examples 59:17 excuse 17:19 41:10 Exh 2:9,10,12,13,14 2:15,17,18,19,20 2:22,23,25 3:3,4 3:6,8,10 exhibit 2:10,13 15:15,19 23:21 25:4,5 26:2,2,18 26:21,25 27:17,20 28:23 29:8,21,24 30:18,19,21 31:1 31:4 32:5,8,15,16 34:21,24 42:4,5,8 43:1,2 44:4,6,9 45:6 46:8,9,11,12 47:15,16,19 48:14 49:10,11,14 50:11 50:14 52:3 65:14 70:18 71:21 76:3 76:4,7 78:2,3 79:8 exhibits 3:2 28:7 28:24 29:2,4,7,10 29:10 32:16,19 expect 63:8,10 expectation 65:9 expected 58:10 expensive 62:12 experience 68:17 experts 15:5,7 63:7 expires 84:8 explain 13:16 64:14 extended 41:12 extends 14:9 extent 24:15 Eyck 76:12 Eye 5:3 eyes 63:23 E25 2:11 26:25
D 2:1 damaged 62:25 damages 33:4 DANE 83:2 date 67:25 dated 65:23 David 73:22 day 4:12 27:6 55:9 55:10 83:6 84:2 deal 61:7 December 65:23 decide 22:5,12 decided 22:8 deciding 66:20 declare 28:16 31:22 defendant 2:9 4:2 15:24 23:14 24:5 26:5 28:6 30:2,9 31:20 82:5 defendants 4:5,20 4:24 5:3,6 6:13 38:1,10 64:10,11 64:12 66:20 67:6 68:4 69:7,10 71:5 72:1,3,8,18 74:14 78:10,25 79:18 defendant's 79:15 defined 74:13 definitely 18:20 22:21 38:18 degree 11:3,5 deliver 55:22 Depends 21:3 deposed 6:20 deposes 31:17 deposition 1:16 2:9 4:1 6:13 7:2,17 9:10 11:15,19 13:5 14:25 15:5 15:22,25 16:10 17:25 19:3 32:20 64:21 81:2 83:17 83:22 describe 18:3 64:23 described 46:21 47:1 Description 2:8 3:1 diagonal 33:25 difference 61:25 62:15,18 63:10 differences 78:1,4	E 2:1,7 4:14,14 earlier 60:7,8 early 17:7 74:17 earn 10:4 easily 44:19 Eau 10:25 education 11:5,6,6 17:6 either 7:19 20:25 33:9 34:11,15 40:2 44:25 57:23 81:12 electronic 32:23 Electronics 72:4,5 elementary 11:6 17:2,8,13 else's 69:1 email 14:15 16:7 21:6 23:7 emphasis 11:7 employed 16:13,15 83:21,24 employee 83:23 employs 45:25 ended 18:9 engaged 78:25 engineering 18:18 entered 69:6 entire 17:5 53:11 61:25 62:18 entities 74:11 entitled 9:11 65:5 65:7 entity 19:23 40:8 81:22,23 82:4,8 establishing 75:6 estimate 39:2 estimated 57:9 et 4:4 Evansville 17:13 eventually 53:17 56:21 Everybody 63:15 evidence 71:3,4,18 exactly 14:21 24:13 69:16 70:16 examination 2:4,5	F fact 60:25 68:18 factors 53:19 facts 12:19 fair 7:14,15 18:1,2 19:6 39:10,12 58:23 59:1 60:21 60:23,24 familiar 68:13 70:14 family 39:1	

feature 53:8 57:22	four 26:24 29:8	happening 21:6	indicating 47:5
features 52:14	Francisco 1:2 4:19	happens 59:16	50:6
February 67:20	13:25 14:6	happy 58:1	indirect 1:8 3:3,4
Feder 2:5 3:14 5:2	frankly 22:14	hard 8:7 26:3	3:6,8,10 4:3,17
81:13,13,17 82:10	free 18:12 55:24	head 8:4 36:24	23:22 24:5 25:5,9
Federal 31:5 67:23	frequent 68:17	header 77:2	26:4 28:4 30:1
feel 68:21	frequently 21:9	heard 14:19	31:17 35:1 64:7
figure 63:2,6	front 29:16 47:10	Helena 4:16	64:24 65:1,15
file 1:5 12:1 22:5	51:23 71:21	hello 74:7	indirectly 74:11
22:8	full 6:15	help 9:3 48:4	individual 80:4
filed 3:17 22:23	fully 9:8 42:17	helpful 8:17	individuals 74:3,11
23:2,4 66:1,4,5	furniture 56:5	hereto 83:24	information 25:7
70:1 76:24 77:3	further 28:11,16	hereunto 84:1	28:11,13 30:2,10
78:9,13,20 81:25	71:14 74:12 83:20	high 16:21,25 17:1	31:20 32:1,15
fill 52:15 80:12	83:23	Hitachi 2:9 4:2,4	34:3 62:22 66:11
filled 80:18		4:20 6:12 15:25	66:13 67:3 70:23
financially 83:25	G	64:11	71:8,16 73:3
find 24:12 38:16	getting 58:6	home 9:17,21 16:19	75:13,22 78:9
66:17	Gianasca 76:11	38:25 41:1 44:2	79:25 80:13
fine 6:8 23:8 70:11	give 59:17	55:8	initial 13:10
finish 8:15 77:9	given 29:14 60:24	homes 9:23	Inn 4:10 83:8
finished 8:18 19:4	83:18	Honda 10:12,14	input 66:19
19:18	glass 75:4,11	horizontal 33:25	inside 34:12,17
firm 6:11 13:13	glasses 15:12	34:1,2,5	37:22 41:24 42:18
20:2,17	go 7:1 10:23 21:9	hour 12:7 58:13	43:5,7,10,17
first 6:2 14:12,14	42:20,23 44:2	hours 12:14,15	44:13,18,20,25
14:17 23:24 25:7	46:7 58:16 59:6		47:11 48:1,8
26:6 27:6 28:6	60:17	I	49:25 51:22 52:8
30:3 31:19 41:22	goes 72:9 75:3	idea 51:1 57:8 63:4	52:11 54:1 57:14
42:21 52:2 58:8	going 7:13 15:12	63:5	61:22 62:9 80:7
65:20 75:2 77:10	19:4 21:3 29:24	identification	instruction 11:9
77:13 78:13	42:2 50:22 63:13	15:16 26:19 27:18	instructs 9:13
firsthand 67:1,2	75:2,25 80:10	30:20 31:2 34:22	integral 45:25
71:7	Good 6:7	42:6 44:7 46:10	interested 83:25
five 58:17	gotten 61:7	47:17 49:12 50:12	interrogatories
fix 22:16	Gralewski 14:18	76:5	26:7,12 27:10,11
fixed 18:11 61:23	21:1	Identified 2:8 3:1	28:7 29:13 30:3,8
62:10	ground 7:1	Illinois 11:1	30:11,14 31:19,24
fixing 67:11	guarantee 57:4	imagine 39:17,19	32:4,12 67:9,12
Flaherty 76:11	guidelines 75:7	55:15 56:9 63:16	67:13 69:15,20
flat 60:4	guilty 71:9	72:19	interrogatory 67:16
Fliers 59:19		implosion 45:25	68:7,20,24 69:5
flip 73:13	H	important 7:25 8:3	interrupt 8:13
flipping 73:4	H 2:7	52:14 53:9,22,25	introduced 49:20
floor 20:22 52:22	half 12:7	Inasmuch 25:14	73:16
53:6	hand 15:9 25:3	incensed 22:14	invited 15:22
following 83:10	29:24 42:2 84:2	incentives 57:22	involved 14:20
follows 6:3	handed 15:17,18	59:13	23:13,17 26:11
foregoing 28:17	26:20 27:19 30:21	include 64:10 80:1	66:10 72:25 79:8
forget 7:21	31:3 46:11 47:18	included 75:4	involvement 71:5
forgive 68:15	handing 23:20 25:25	includes 32:15	involves 13:12
forgot 7:18 80:23	34:23 42:7 49:13	including 75:5,14	issued 24:4 30:8
format 68:13	50:13 76:6	income 9:25 10:5	issues 61:4
found 24:23 25:1	happen 13:20 65:9	Incorporated 49:1	IV 73:6
40:25	happened 65:8	indicated 45:7 78:7	

J	LAWRENCE 4:15,15 Laws 31:23 lawsuit 22:12 lawyer 70:11 learned 78:15 Lebanon 49:2 led 53:19 75:14 left 55:6 legal 46:25 59:4,5 69:20 let's 42:20 43:2 44:3 46:7 47:14 49:9 50:4 58:8,16 62:8 69:5 71:23 Lewis 4:19 6:12 LG 72:4 likewise 38:18 line 27:16 30:18 31:10 listed 55:19,20 72:3,9,17 73:13 76:10,17 77:13 82:1,4 lists 73:8 litigation 1:4 23:3 23:14 34:25 35:16 49:21 61:4 70:1,7 lived 9:19 LLC 4:22 LLP 4:19 5:5 local 54:14 located 40:24 long 6:24 9:19 12:2 12:6,13 16:17 22:5 55:3 longer 36:2 long-term 17:12,14 look 12:8 23:9 37:2 38:12,15,17 43:9 44:2 46:23 52:2 52:22 54:19 56:12 67:18,21 73:21 looked 11:16,21 12:16,18 24:9,9 24:10 32:6 53:3 64:1 68:2,21 77:22 81:24 looking 11:25 23:17 24:18 29:19 32:19 68:15 73:15 77:23 82:3 lot 69:20 71:13 lots 65:18 Louis 11:1 love 13:16	low 57:4	M Main 4:16 Malaise 3:14 4:22 81:9,10 man 73:19 Mansfield 13:10 14:8 20:6,18,25 21:15,16 22:4 38:9 Mansfield's 21:5 37:24 47:2 73:17 manual 24:10 37:23 38:3,8 51:11,12 51:13,15,16 manuals 37:21 manufacture 19:8 48:25 manufactured 41:24 48:22 51:6 72:17 79:14 manufacturer 19:12 52:6,10 57:23 manufacturers 18:6 19:17 72:13 manufacturer's 40:17 41:6 80:13 manufactures 17:16 March 21:17 48:23 74:17,22 77:3,7 78:23 79:3 mark 15:10 27:15 30:17 42:4,25 44:3,4 46:8 47:14 49:9 76:2 marked 3:2 15:15,19 23:21 25:5 26:1 26:18,21 27:17,20 29:7,25 30:19,22 31:1,4 32:8,14 34:21,23 42:5,8 44:6,8 46:9,12 47:16,19 49:11,13 50:11,13 65:14 70:18 76:4,6 market 4:19 18:12 Mary's 17:11 Master 1:5 master's 10:25 11:8 matter 14:13,22 15:19 22:9 24:6 26:22 30:9 31:4 34:24 67:7 68:9 68:10	matters 83:13 McALLISTER 5:5 19:22 40:5,6 81:11 mchiu@morganlew... 4:21 MDL 1:7 mean 12:21 13:22 14:1 15:6 18:1 19:5 29:15 33:25 34:10 41:10 42:17 52:17 56:3 64:24 66:25 69:3 71:7 81:23 means 7:7 13:15 62:12 measure 34:2 measured 34:4 meet 12:13 meeting 13:4 meetings 75:4,11,14 members 79:19 memory 12:22 37:20 mention 7:18 80:24 mentioned 12:16 13:8 18:21 19:13 27:9 37:12 40:21 60:7 68:20 70:16 met 6:9 11:20 12:12 18:6 67:10 73:24 74:5 Michelle 4:18 6:11 69:3 Milton 4:10 16:16 16:21 17:2,5,8 83:9 mind 7:1 43:9 Minneapolis 20:2 Minnesota 73:22 minutes 58:17 mistake 17:3 model 2:20 45:12 48:15,19 52:22 53:6,6 Molly 21:4,4 46:25 money 63:11,12,16 71:13 monitor 63:21 79:17 monitors 63:18 month 21:11 months 21:9 22:10 Morgan 4:19 6:12 MYERS 5:2
K			N	
Janesville 1:20 4:11 9:18 17:12 36:2 83:9 July 31:13 67:22				
keep 37:23 39:10 Kevin 5:2 81:13 kfeder@omm.com 5:4 kind 11:3 16:19 knew 20:22 51:24 60:19 70:6 know 7:11,18 8:12 8:21 9:4 13:2,14 13:20 14:8,15,18 14:19,20,21,23 16:3,19 18:13,16 18:22 19:8,20 20:12 21:8,17 22:7,11,18 24:11 24:13 25:15 29:21 37:17,25 38:3,5 39:9,13 41:16,19 44:16 46:20 48:19 48:21 51:5,9 52:6 52:10 56:9,20,23 57:1,13 59:13,20 60:18,24 61:2,3 61:10,11,12,16,18 61:25 63:15,17,25 64:1,4,5 65:7 66:4 67:1,20,24 69:4,16,18 71:3,4 71:13,15 72:15,19 72:20 73:12,16,18 73:20,25 74:21 76:23,25 77:11 78:1,4,5,15 81:7 81:21 82:8 knowledge 22:17 28:13 31:25 66:23 75:10,12,22 79:23 79:24 80:6 83:13 known 22:13				
L				
label 2:18,23 45:7 labeled 35:2 language 69:21 large 71:22 Larry 20:16 law 4:15 7:8 13:12 20:2 lawful 4:2				

<p>N 2:1 4:14 name 6:10,15 14:19 18:17 20:12,15 71:10 77:13 78:17 81:21 named 19:16,25 66:21 72:20,24 83:10 names 19:9 73:9,14 National 11:1 necessarily 61:10 need 9:3,4 64:17,19 64:20,21 77:9 80:24 needed 18:14 52:15 54:15 80:22,23 negotiate 55:18 neither 83:20 never 22:13 74:2 new 53:5,7 newspaper 59:19 nodding 8:4 nonverbal 8:3 Nope 39:14 Norby 73:22 74:5 normal 8:12 Northern 1:1 4:6 Northouse 1:25 4:7 83:3 Nos 2:10 notarial 84:2 Notary 4:8 83:4 84:6 notes 14:24 notice 2:9 4:7 15:25 16:10 83:6 November 74:18,22 number 2:17 29:21 42:22 44:4,24 45:11,12 46:3 48:19 49:5 51:1 64:12 73:9 numbered 42:21 NW 4:23 5:3,6</p> <hr/> <p style="text-align: center;">O</p> <hr/> <p>Oakland 9:18 oath 6:3 7:5 31:16 58:21 83:15 objecting 9:11 objection 9:12 40:7 40:9 59:3 60:15 Objections 3:5,7,9 23:23 25:6 26:5 28:5</p>	<p>October 1:21 4:12 83:7 84:3 offer 41:11 57:4 59:20,22 offered 40:19 41:3 41:15 57:23 59:13 offering 40:14 office 20:3,20 21:5 37:24 47:2 73:17 OFFICES 4:15 oh 12:2 62:7 64:2 okay 7:3 8:2,6 9:6 10:21 11:3,14,24 12:2 13:3,14,18 14:11,18 15:4 16:12 18:16 19:13 19:21,24 20:12,24 22:23 24:16,22 25:3,24 29:20,23 30:13,16 31:15 32:8 34:2,20 36:19 37:21 38:20 41:2,10,16 44:1 46:6,20 49:8,24 50:10,22 51:5,9 53:8,15 58:14 61:11 64:17 66:19 68:1,19 69:23 71:16,23 72:7,11 74:8 78:7 79:5 81:1 82:10 old 6:18 58:6 once 58:7 ones 23:4,6 29:16 44:18 online 54:19 opened 34:18 46:21 opposed 53:20 original 3:12,17 outside 70:6 overcharged 67:6,8 owner's 24:10 37:23 51:10,12,12,15,15 owning 58:9 o'clock 14:16 O'MELVENY 5:2</p> <hr/> <p style="text-align: center;">P</p> <hr/> <p>P 4:14,14 page 27:1 42:20,20 43:1 52:3 71:24 72:9 73:5 74:9,24 74:25,25 75:3,18 79:12 pages 26:24 27:7</p>	<p>29:8 73:4 Page(s) 2:2 paid 18:14 24:14 36:12,20,21 39:15 52:7 55:18,20 56:23 60:23,24 61:13 62:3 63:11 63:12,15 Panasonic 19:12 Papale 9:11 11:20 12:3,12 13:8 14:11 19:24 20:25 21:21,24 38:11,17 40:9 42:22 44:23 58:15 59:2 60:15 69:2 76:15 81:4 papers 22:23,25 23:2 paperwork 11:25 PAPOLE 4:15,15 paragraph 72:1,2,9 72:24 73:5,8,21 74:8 75:1,1,3,17 79:11,13 parentheses 45:24 Park 4:18 6:11 part 32:11 43:6,22 57:19 61:1 75:2 participate 22:22 participated 6:22 participating 65:10 78:10 particular 79:16,16 particularly 30:23 52:14 parties 83:22,24 party 23:13 passed 62:1,18 pay 9:25 18:15 55:24 60:20 63:24 paying 18:10 22:17 payment 66:17,18 penalty 28:17 31:22 pending 4:5 8:23 Pennsylvania 4:23 people 8:13 13:24 22:19,20 65:2 81:5 percent 39:20 62:4 performance 58:5 performed 58:9 period 37:3 59:23 60:1 74:16,18,21 perjury 28:17 31:22 person 12:4 20:4,6</p>	<p>20:12 21:4 73:20 73:23 83:11 personal 38:23 66:23 71:8 75:10 75:12,22 79:23,24 80:6 personally 32:22 37:6 Philips 4:23 19:12 72:5 phone 12:4,5 81:5,6 photograph 2:17,18 2:19,20,22,23 44:10,12,15 45:15 46:8,13,13 47:15 47:18,22,24,25 49:14,15,17 50:9 50:14,15,17 photographs 2:15 35:6,10,12 44:17 49:19 physically 40:24 picture 43:3 44:9 46:16,18 47:5,7,8 48:14 49:24 50:19 52:16,20,20 53:2 58:6 pictures 11:22 12:17 34:24 35:15 35:19 42:11,13 49:21 66:18 piece 43:14 place 36:1 48:25 plaintiff 2:12 16:1 19:25 23:10,14 27:21 28:2,25 31:18 77:13 82:1 plaintiffs 3:3,4,6 3:8,10 4:4,17 15:4,7 21:1 23:22 24:5 25:6,9 26:4 28:4 30:1 35:1,1 64:7,24 65:15 69:6,9 73:6,9,12 74:10 76:10,17 79:19 player 57:19,20 please 6:16 7:11,18 15:10 27:16 30:18 76:3 pled 71:9 plug 56:4 plus 11:2 point 9:14 50:4 pointing 50:8</p>
--	---	---	--

<p>position 16:21</p> <p>positive 36:5</p> <p>possible 37:13,16 39:4 68:24 72:16 72:19</p> <p>predecessors 74:14</p> <p>preparation 15:5</p> <p>prepare 11:14,19 13:5 30:10</p> <p>prepared 11:16,18</p> <p>preparing 14:24 26:11</p> <p>pretty 26:3</p> <p>previous 16:2</p> <p>previously 3:2 23:20 25:4 26:1 27:9 29:25 32:6 57:9 65:14 68:2 70:17 74:6 78:7,8</p> <p>price 22:16 39:3 55:18,19,20 57:4 57:6 60:14,21,23 60:24 61:23,25 62:3,9,15 75:6,7 79:20</p> <p>prices 18:7,11,13 59:20 67:11 75:5 75:6,6</p> <p>primarily 79:20</p> <p>primary 9:21</p> <p>privilege 24:23 25:21</p> <p>probably 59:5</p> <p>Procedure 31:6 67:23</p> <p>proceeding 71:14</p> <p>proceedings 6:22</p> <p>produce 23:18</p> <p>produced 25:1 27:1 34:25 37:25 38:3 38:7,10</p> <p>product 19:18 32:23 32:25 33:2 39:3 58:1 61:18 65:3 75:5 79:15</p> <p>production 23:25 24:18 25:8</p> <p>products 17:16 18:22 19:4,4,5 33:6 49:1 59:15 74:12 79:13,14,20</p> <p>promised 65:10</p> <p>promotion 40:14,15</p> <p>promotions 59:14,18</p> <p>proof 24:9</p>	<p>provide 64:19,21</p> <p>provided 3:13 28:12 62:22 66:11,13</p> <p>proximity 20:21</p> <p>Public 4:8 83:4 84:6</p> <p>purchase 24:9 32:22 33:6 35:25 36:4,8 38:22 39:11,16,21 41:3,6 54:9,11,12 54:13 55:1 60:10 65:2</p> <p>purchased 18:9 20:8 33:2,12,16 36:10 37:13,18 39:24 41:17 51:6 52:10 52:13,23 53:3,5 53:17 54:22 55:6 56:8,20 57:1 60:12 65:2 66:15 74:12 80:11</p> <p>purchaser 1:8 3:3,4 3:6,8,10 4:17 23:22 24:5 25:6,9 26:4 28:4 30:1 31:17 35:1 62:1 62:19 64:7,24 65:15</p> <p>purchasers 4:3 65:1</p> <p>purchases 37:4 68:4 79:19</p> <p>purchasing 54:3</p> <p>purposes 49:21</p> <p>pursuant 4:7 16:10 31:5 83:6</p> <p>pursue 20:10</p> <p>put 29:16,18 32:20 44:3 71:20</p> <p>p.m 82:15</p>	<p>R</p> <p>R 4:14</p> <p>range 60:20</p> <p>ranges 75:7</p> <p>ray 1:4 17:21 18:1 18:17,18 19:5,9 19:18 20:9 32:23 33:3 43:20 45:16 45:25 46:1,22 61:1,21 62:9 72:13 74:12</p> <p>RDR 1:25</p> <p>reached 75:4</p> <p>read 13:1 22:23 23:3,8 26:3 28:4 28:7,9,18 29:4,13 31:15,19 32:2 33:21,22 34:3,6,7 45:6 50:22,24 67:8 69:12,18,19 69:19 74:19 75:2 75:8 77:21,25 79:21</p> <p>reading 11:13 16:23 17:3,4 24:17 69:22 70:1 72:5 77:23,23 83:18</p> <p>reads 28:2 48:25 74:9 75:1 77:2 79:13</p> <p>real 68:16</p> <p>really 53:8 60:8 71:21</p> <p>reason 9:7,13 61:3</p> <p>rebate 40:17,19</p> <p>recall 24:6,16 25:12 27:24 29:12 30:13,24,25 31:12 33:9 34:15 36:25 39:15,18,23,25 40:1,4,13,16 41:2 41:13,14 45:19 53:21 54:21 55:4 55:5,16 56:1 57:5 57:6,21,25 64:3 65:25 66:13 70:16 76:20 77:6,8,23 80:15,18 81:19 82:3</p> <p>receipt 24:12 39:11</p> <p>receipts 66:17</p> <p>receive 16:6 63:8</p> <p>received 16:7 70:24 71:16</p> <p>receiving 24:16</p>	<p>Recess 58:18</p> <p>recognize 15:21 26:7 27:21 29:15 30:6,22 35:5 42:11 47:19 49:15 50:15 65:17,21 76:7</p> <p>recollection 12:19 12:25 41:5,9 45:15</p> <p>record 6:9,10,16 7:20,25 9:15 11:17 15:24 40:10 49:19 50:8 52:2 58:17 83:17</p> <p>records 37:6</p> <p>reduced 57:7 83:16</p> <p>refer 29:22</p> <p>reference 45:21</p> <p>referenced 29:2,11</p> <p>referred 3:2 45:20 81:18</p> <p>referring 51:19 52:4 81:22 82:7,8</p> <p>refers 46:3,5 51:1</p> <p>reflected 62:3</p> <p>refreshed 12:19,22 12:24</p> <p>regarding 12:20 36:7 64:20 71:4 71:18</p> <p>register 63:23</p> <p>registered 4:8 10:9 10:15,19 83:3 84:5</p> <p>regular 68:15</p> <p>reintroduce 6:10</p> <p>related 83:21</p> <p>Relates 1:6</p> <p>relative 83:23</p> <p>relevance 24:24 25:21</p> <p>relied 75:23</p> <p>rely 63:7 78:5 79:25 80:3</p> <p>remember 6:23 7:16 21:11 22:8 35:18 36:10,12,13,15,18 36:21 39:20,22 40:2,18,20 63:20 67:14 80:16</p> <p>remind 58:21</p> <p>reminder 77:9</p> <p>remote 57:18</p> <p>removed 50:1</p>
---	--	--	---

replace 46:1	room 39:1	seal 84:2	show 65:13 76:1
Reported 1:25	Rule 31:6 67:24	search 24:14, 23	sign 52:1
reporter 4:8 7:23 8:8, 14 15:17 26:20 83:3 84:5	rules 7:2 31:5 67:23	searching 24:6 25:12	signature 28:20, 21 31:9
reports 56:17	<hr/> S <hr/>	second 44:8 65:20	signed 13:2 14:9 27:13 67:18, 21
represent 6:12 50:7 72:8 77:1	s 2:7, 9 4:14 15:25 23:24 25:7 26:6 28:6 30:3	section 48:10 71:25 73:6	signing 27:24 31:12 83:19
representative 64:6 64:16 65:6, 11	safety 46:2	see 9:2 16:1 24:12 27:2 37:3 38:14 44:16 50:4 59:19 67:16, 18, 21 71:23 73:5, 6, 10, 22 76:22, 24 77:19	sit 22:15
represented 73:20	sale 39:24, 25 40:1 53:16 56:8 63:22	seeing 27:7 30:24 65:25 72:4 76:20	situation 22:18 66:12, 14
represents 13:23	sales 39:18, 20 59:18	seen 16:4 17:22 24:2 25:10 26:9 27:4 30:4 31:7 35:8 41:22 44:9 46:13 65:18, 21 66:3, 5	size 33:19 52:15 53:9, 11, 11, 13, 16 79:16
request 24:17 38:7	salesperson 54:25 55:4, 10, 14	select 53:19	sizes 79:15
requests 23:24 24:4 24:7 25:8, 13, 18 25:22	Samsung 2:10 3:5, 7 5:3 19:12 23:23 24:6 26:6, 24 27:11 28:6, 24 67:14 71:9 81:18 81:21, 23 82:4, 8	sell 59:9 79:18	smaller 79:7
resell 33:11	San 1:2 4:19 13:25 14:6	send 21:6	sold 63:18 64:4
resident 20:7 73:22	satisfactory 52:18	sense 7:21 8:9 9:15 68:14	somebody 68:25
respect 25:21 51:2	satisfied 53:2	sent 22:25 23:1, 5, 6 23:7	son 20:2, 13
responses 3:5, 7, 9 3:11 8:4 23:23 25:6 26:5, 14 27:10 28:5 30:2 30:11, 13 31:24 32:4, 11 67:17 68:3, 7, 20, 25 69:5 69:6, 10	savvy 52:19	sentences 67:9	soon 37:19
responsibilities 64:15	saw 29:12 47:11 52:1 63:20, 23 66:6 67:9 70:17 77:6	September 27:1, 25 35:20, 20	sorry 12:3 17:1 21:16 22:1, 1 26:2 31:7 38:2 41:10 42:18 47:12 48:12 53:10 62:7 70:10 74:25 77:8, 11 79:6
responsive 24:7 25:13, 18	saying 8:5, 7 68:8 69:9 71:10	serial 2:17 45:11 49:5	sort 40:14 41:11 45:11
restart 17:19	says 7:24 27:1 28:11, 16, 25 29:3 31:6, 16, 17 45:9 45:12 47:10 48:14 48:17, 22 49:6 50:23 51:10, 18, 20 51:21, 23 52:4 67:22 71:25 75:3 77:3, 5	served 23:10 31:19	space 20:20, 21 52:15
restroom 9:5	scanning 43:4	serving 65:5	speak 7:25 12:2 15:4 20:24 21:2 21:10 54:25 55:3
result 62:25	Schaefer 20:16, 17 21:12, 14	set 16:12 18:7 23:24 25:3, 8, 24 26:6, 17 28:6 30:3 30:16 31:19 32:12 32:18 35:24 42:7 45:17 47:13 49:8 50:2, 10 51:4 53:12, 13 54:9, 11 54:23 55:19, 21 56:2, 3, 4 75:25 79:5, 17 80:9 84:1	Spear 4:19
retailers 58:23	school 16:16, 22, 25 17:1, 2, 8, 9, 11, 13 20:4	settled 71:13	special 11:6 17:6 59:20
retain 37:21	Scott 21:4 46:25	Seymour 13:10 14:8 20:6, 18 37:24	specific 24:19, 21 41:14 55:17 78:4 81:21, 23
retained 15:7	screen 33:20, 24 53:9, 11, 13 60:4, 4 65:4	shaking 8:4	specifically 54:24
retention 14:5, 7	screens 18:24	shared 20:20	spelling 77:15
right 7:19, 20 14:1 15:6, 7, 23 16:18 21:18, 20 29:18 32:18, 20 35:24 37:10 40:11 43:12 44:21 45:4 46:6 48:17 49:6 50:2, 3 58:13 60:10, 11 61:5, 23, 24 62:10 62:11, 13, 14 64:8 64:9 67:22 68:5 71:1 72:6 75:23 76:18 77:4 78:11 78:18 79:1, 5 82:1	SDI 23:24 24:6 26:6 28:6	She'll 7:23	spoke 11:20 12:3 14:11, 12, 14, 17 22:4 55:10
Rock 4:11 10:20 83:10		shop 18:13 54:17 60:8	spoken 74:2
role 14:21		short 58:13	spot 40:25
			ss 83:1
			St 4:16 17:11
			standard 79:15
			standing 40:7
			start 7:12 8:16, 17 43:2 58:20 62:8 77:12
			started 7:2 17:18

starting 73:4,8	table 22:15 67:10	62:9,19 63:21	32:17 37:12,19
state 4:9,11 6:15	TAC 48:17	64:2,20 65:3	45:3,5 46:4 47:1
10:4 31:23 73:20	tag 55:21	66:15,18 79:17	56:7 60:13,21,23
83:1,5,10 84:6	tags 42:14	80:11	61:7 62:24 63:13
stated 25:15	take 8:20,21,23,24	televisions 18:21	73:16 80:17 82:12
statements 37:2	9:4 14:24 35:10	53:15 54:15,21	thinking 13:22
states 1:1 4:5 9:25	35:15 38:11,15	58:24 59:9 63:16	19:20 21:17 36:5
10:2 74:13	43:9 44:15 46:16	63:17	third 3:3 65:15,21
step 69:5	47:22 49:17 50:17	tell 13:22 17:20	65:24 70:21
sticker 26:2 34:16	58:13	22:7 43:2 44:17	thought 45:21 55:8
43:6,14 44:13	taken 4:2 11:2,22	46:18 49:24 50:19	thousand 36:23 39:4
45:16 47:25 48:14	17:22 83:22	55:5 68:12 71:4	39:5,9 57:10
48:25 49:6 50:20	talk 8:11 41:10	73:15	three 36:17 77:17
50:23	talked 24:11 67:11	telling 47:9	time 12:18,22 14:12
stickers 34:12,13	talking 67:13	ten 58:8,17 76:12	14:14,17 17:5
42:14 45:19,20	target 75:6	Tennessee 49:2	41:22 54:3 59:23
51:21	Taunia 1:25 4:7	term 13:14 59:4	60:1 63:20 64:1
sticks 36:24	83:3	terms 24:12 52:19	65:19 80:21 81:8
stop 7:19	tax 39:18,20	Terry 1:18 2:3,12	times 21:8
store 36:1 64:2	taxes 9:25 39:15,18	2:14 4:1 6:1,7,17	title 15:24 16:21
stores 54:17 56:8	teacher 16:23 17:4	6:18 9:7,17 10:21	titled 26:3 27:21
59:9,13,15,22	17:4,6,7	11:14 13:3 14:5	30:1 76:9
Street 4:16,19 5:3	technology 54:4	15:17 16:1,13	today 6:14 7:7,11
5:6	telephone 4:22 5:2	17:15 19:21,25	9:8 13:6 15:2,5
stubs 24:11	5:5 12:9,11	23:10 24:16 25:25	16:2,4,9 18:5
stuff 68:16	television 2:22	26:20 27:19 28:25	21:25 23:11 26:9
subbing 17:14	11:23 17:23,24	30:21 31:3,16	27:6 30:4,24
subparagraphs 75:21	18:9,10,14,15	32:22 35:5,25	40:13 46:14 49:20
subsidiaries 74:14	19:11,13,14,19	38:7,22 39:15	60:23,24 61:13
substitutable 79:18	20:7 33:1,11,16	40:12 41:16 42:7	63:18 64:4 66:6,8
suit 12:1 22:5	33:19,23 34:8,9	44:8 46:11 47:18	69:6 70:19 76:20
Suite 4:16	34:13,18 35:13,25	50:13 51:5 58:20	77:21 81:19
supplement 80:22	36:4,10,22 37:13	58:23 60:8 63:17	today's 17:25 19:3
Supplemental 3:5,7	37:18 38:22 39:16	64:6,23 66:19	20:1
3:9 23:23 26:5	39:21,23 40:12,21	67:5 76:11,13	told 46:24
28:5	41:4,16,20,25	78:7 80:10 81:18	tooth 23:8
suppose 39:8	42:15,16,19 43:6	83:11	top 26:25 45:7 77:1
supposed 70:12	43:8,11,12,16,18	testified 6:3 39:2	Toshiba 2:13,18 3:9
sure 7:4,22 8:14	43:19,23,24 44:14	60:7 78:8	3:11 5:6 19:11,14
9:1,22 12:21,22	44:20 45:1,2,17	testify 9:8 83:12	19:23 25:7 30:2,9
18:6 19:20 36:25	45:19 46:22 47:10	testifying 7:8 16:9	31:20 32:12,16
39:9 55:16 58:3	48:1,3,8,9,10,20	testimony 7:7 83:18	33:16 39:23 40:8
58:15 59:9,24	49:25 50:1,21	text 44:5	42:1 45:8,9 47:6
63:19,23 66:7	51:2,6,10,19,20	TFT-LTC 54:5	47:10 49:1 51:8
67:24 69:2,16	51:22,23,24 52:7	Thank 38:20 69:18	51:12,15,18,20,24
73:21,25	52:13,17,19,21,22	70:9,10 82:10	52:1,4,7 53:19,22
surprised 39:6	53:5,7,12,13,14	thanks 19:24 70:2	56:7 67:14
73:23	53:20,23,25 54:4	70:13	Toshiba's 32:4
sworn 6:2 31:16	54:9,11,15 55:6,7	thereof 74:15	total 62:24
83:11	55:11,13,22 56:7	thing 6:21 8:11,22	touching 83:13
Systems 25:7 30:3	56:14,18,21,24	16:19 21:24	Tower 4:19
30:10 31:21	57:2,7,15,17,24	things 21:6 36:17	transcribing 7:24
	58:2,9 59:20,25	think 12:7,21 14:15	transcript 3:13,17
	60:10,12 61:2,8	16:7 17:7 21:18	transcription 83:17
	61:14,22 62:1,3,7	21:20 22:10,14	trial 64:22
T			
T 2:7			

tried 37:5 66:17	United 1:1 4:5	5:6	22:3 24:21 25:2
true 28:12,17 31:24	74:13	wasn't 21:14 22:10	30:12 35:23 36:6
55:12 83:17	University 10:24	39:6 40:1 55:7	39:19 43:24 68:6
truth 83:12,12	11:1,4	62:5	72:7
truthfully 9:8	unnamed 74:15	water 9:2	year 21:12 35:21,22
try 8:11,17	unscrewed 43:11,15	way 11:16 33:9 40:2	years 9:20 16:18,20
tube 1:4 17:21,23	51:25	69:25	22:11 58:5,8
18:1,11,17,19	use 9:5 36:14 38:23	week 11:20 12:4	yesterday 11:21
19:5 20:9 32:23	38:25 59:3 60:16	13:4 14:12	12:12 13:4
33:3,20 34:6	<hr/>	went 6:23 37:6	YS-59790 2:24 50:23
43:20 44:22 45:3	V	54:16 55:5,8	<hr/>
45:5,17,20,22,25	V 45:24 71:25	56:13 57:6	Z
46:2,4,4,5,19,23	vague 19:22 40:7	we'll 7:1 38:11,18	<hr/>
48:20 50:5,6,20	Value 4:10 83:8	38:19	zip 49:2
51:2 52:7,11	variety 72:2	we're 82:12,13	<hr/>
61:22 62:4,6,9	VCR 57:19	we've 32:14 38:19	\$
65:2,4 74:12	vehicle 10:7,9	44:8 46:11 49:20	<hr/>
tubes 18:7 19:9,18	vehicles 10:13,17	58:12	\$600 36:23 57:10
72:13	verification 2:12	whereof 84:1	\$800 36:24
tube's 61:1	2:14 11:21 13:1	WHITE 5:5	<hr/>
turn 18:8 71:24	27:13,21,24 28:2	win 63:8	0
74:8,24 79:11	29:3,11 31:5,15	Wisconsin 1:20 4:9	<hr/>
turning 28:23	32:14 67:19,23	4:12 9:18 10:1,4	000017 35:2 52:3
TV 54:8 57:10	verifications 12:16	10:10,15,20,24	000073 35:3
twice 45:18	68:2	11:4 20:7 31:23	000563 35:3
two 12:14,14 34:12	verified 26:14	83:1,5,10 84:6	<hr/>
45:18	27:10	wit 83:11	1
type 46:2 54:4	verify 28:3,11	withhold 24:22	<hr/>
types 18:22	verifying 30:13	25:20	1 42:23 74:8,9,17
typewriting 83:16	68:3	witness 2:2 4:1,17	74:22
<hr/>	versus 62:16	6:2 21:22 50:8	100 62:4
U	Village 36:2 37:4	81:8,14 83:18	103 72:2
<hr/>	40:14,19 41:11,15	84:1	104 72:9,24
uh-huh 7:6 8:7	51:7 52:25 54:10	word 28:21 59:4	11 3:3 65:14 70:18
15:20 19:15 24:1	54:12,13,22 55:9	60:16 77:25,25	71:21 78:3
26:8,23 35:4	55:22 56:13,20,23	words 8:8 18:3	11th 65:23
47:12 62:17 71:12	57:1,4,24 60:9,13	64:14	117 4:16
uh-uh 8:7	61:9	work 17:9,24 68:14	1299 4:23
undergrad 10:24	vote 10:19	worked 16:17 17:8	13th 5:6
underneath 48:22	<hr/>	17:11,12,12,15	1308 4:16
understand 7:5,10	W	20:2,4,13	14th 31:13 67:22
8:10,19 13:11	<hr/>	working 40:22	15 2:9
16:9 18:24 22:21	waived 83:19	works 18:18	150 75:1,21
33:21 45:2,3 48:4	walked 55:9,11	world 72:14	150-a 75:7
62:2 64:18 65:8	walking 60:9	worry 40:10	150-j 75:17
70:24 71:8	want 8:20 15:12	wouldn't 21:10	1625 5:3
understanding 14:2	29:22 40:6 42:22	73:23	17 1:21 79:12 84:8
14:4 17:20 19:17	42:23 52:20 58:20	write 36:16	17th 4:12 27:25
20:5,19 25:16	67:19 68:19	<hr/>	83:6
46:19 59:12,22	wanted 6:9 20:10	X	17-18 2:16
61:21 64:13 65:1	22:22 52:21 68:1	<hr/>	18 35:2
68:6,10 69:24	79:11 80:10	Y	19 73:5,8
72:12 73:1,2	warranties 41:3	<hr/>	19th 84:2
78:21,24	warranty 41:6,12,15	yeah 7:9 11:13	1917 1:7
understood 7:14	80:13,13	12:14 13:19 16:5	1995 20:8 59:23
unfamiliar 69:21	Washington 4:23 5:3		60:2 66:15 74:17

1997-98 36:5	424 2:9 15:15, 19	8	
1998 21:19, 20, 22	425 2:10 26:18, 21	81 2:5	
36:5 37:12 48:23	28:23 29:8		
2	426 2:12 27:17, 20	9	
2 42:23	29:11	9 71:24	
20 16:18, 20 58:5	427 2:13 30:19, 22	92567585 49:6	
20004-2400 4:23	32:9	94105-1126 4:20	
2005-3807 5:6	428 2:14 31:1, 4	94574 4:16	
2006 5:3	32:15	9720 48:17	
2007 20:8 59:23	429 2:15 34:21, 24	98 21:17 37:3	
60:2 66:16 74:18	52:3		
74:22	430 2:17 42:5, 8		
2008 21:21, 23 22:2	43:2		
77:4, 7 78:23 79:3	431 2:18 44:6, 9, 25		
2010 31:13 65:23	45:6		
67:22	432 2:19 46:8, 9, 12		
2011 27:2, 25 67:20	433 2:20 47:15, 16		
2012 1:21 4:12 83:7	47:19 48:14		
84:3	434 2:22 49:11, 14		
2015 84:8	435 2:23 50:11, 14		
202-383-5164 5:4	436 2:25 76:4, 7		
202-639-1117 4:24	78:2 79:8		
202-729-3807 5:7	44 2:18		
21st 77:3, 7 78:23	46 2:19		
79:3	47 2:20		
23 3:6	49 2:22		
24 72:9	5		
25 3:8	5 42:23 73:5		
25th 74:18, 22	5:40 82:15		
26 2:10 3:4	50 2:23		
27 2:12 9:20	51 72:1, 24		
29 3:10	510 9:18		
3	52 3:4 26:2		
3 42:23	53 6:19		
3:08-CV-1559-SC	563-564 2:16		
77:3	564 35:3		
30 2:13 11:2	6		
30-inch 33:20, 24	6 2:4		
34:5	600 39:3, 5, 6, 7		
31 2:14	63 79:12, 13		
33 73:21	65 3:3		
33 (b) (3) 31:6	66 3:6 23:21		
34 2:15 74:25	67 3:8 25:5		
35 74:24 75:3, 18	7		
36-inch 33:20 34:6	7th 27:1		
37087 49:2	701 5:6		
3900 4:10 83:9	73-74 2:16		
4	74 35:3		
4 14:16 42:23	76 2:25		
4:05 4:13 83:7	767-963-1704 4:17		
415-442-1000 4:21	78 3:10 29:25 30:16		
42 2:17	32:5, 16		

EXHIBIT 64

SEPARATE TUBE IS PERMANENTLY BONDED TO
ONLY WITH SAME TYPE INTEGRAL YOKE PICTURE
TUBE ASSEMBLY. DO NOT ATTEMPT TO
REPLACE TUBE FROM PICTURE TUBE REPLACEMENT

TOSHIBA

A90AHH50X02

(V)

Made in the USA from US and Imported Components

WARNING: THIS CATHODE RAY TUBE EMPLOYS INTEGRAL IMPLORSION PROTECTION. REPLACE WITH A CATHODE RAY TUBE OF THE SAME TYPE FOR CONTINUED SAFETY.

ATTENTION: CE TUBE CATHODIQUE EST ÉQUIPÉ D'UN DISPOSITIF DE PROTECTION CONTRE L'IMPLOSION. REMPLACER PAR UN TUBE MÊME MODÈLE POUR NE PAS COMPROMETTRE LA SÉCURITÉ.

この管は爆発防止機構を備えているため、同じ型名の管を使用してください。

必ず同じ型名の管を使用してください。

EXHIBIT
431
PENAD 800-631-6888
JUN 10-17-12

EXHIBIT 65

**TABLE 1. LIST OF CERTIFIED 22 STATES
AND THEIR RESPECTIVE CLASS REPRESENTATIVES**

1.	AZ	Brian Luscher
2.	CA	Steven Ganz
		Jeffrey Figone
3.	DC	Lawyer's Choice Suites, Inc. (Guttman)
4.	FL	David Rooks
5.	HI	Sandra Riebow (Now replacing the late Daniel Riebow)
6.	IA	Travis Burau
7.	KS	Southern Office Supply, Inc.
8.	ME	Kerry Lee Hall
9.	MI	Lisa Reynolds
10.	MN	Barry Kushner
		David Norby
11.	MS	Charles Jenkins
12.	ND	Gary Hanson
13.	NE	Steven Fink
14.	NM	Marylou Hilberg representing Craig Stephenson's Estate
15.	NV	Gregory Painter
16.	NY	Louise Wood
17.	NC	Patricia Andrews
18.	SD	Ellingson
19.	TN	Albert Sidney Crigler
20.	VT	Margaret Slagle
21.	WV	John Larch
22.	WI	Brigid Terry